



WESTERN CAPE
LIQUOR AUTHORITY

Physical: 3rd Floor | Sunbel Building | 3 Old Paarl Road | Bellville | 7530
Postal: Private Bag X6 | Sanlamhof | Bellville | 7532
Email: Liquor.Enquiries@wcla.gov.za
Tel: +27 (0) 21 204 9700 | www.wcla.gov.za

REQUEST FOR PROPOSAL

WCLA_T002_2024_25 OFFICE REFURBISHMENT FOR THE WALK-IN-CENTRE AT THE WESTERN CAPE LIQUOR AUTHORITY

Full Name of Bidding Entity	
Contact Person	
Contact Number	
Contact email Address	
Advertisement Date	24 February 2025
Compulsory Briefing Session Date and Time	04 March 2025 @ 11:00 Address: 3rd Floor, Sunbel Building, 3 Old Paarl Rd, Bellville, Cape Town, Western Cape, South Africa, 7530
Closing Date and Time	17 March 2025 at 11:00 am
Issued By	Western Cape Liquor Authority (WCLA)

THIS BID IS SUBJECT TO THE JOINT BUILDING CONTRACTS COMMITTEE (JBCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

CONTENTS

Document No.	Description
1.	Invitation to Bid (WCBD1)
2.	Specification Document/ Terms of Reference
3.	Pricing Schedule (WCBD3.3)
4.	Declaration of interest (WCBD4.1)
5.	Preference Points Claim Form (WCBD6.1)
6.	Contract Form (WCBD7.1)
7.	Joint Building Contract Committee
8.	List of Returnable Documents

Contact Details:

Bid Enquiries: Santonia De Bruyn

- Telephone : 021 204 9728
- E-mail : scm@wcla.gov.za

Where bid documents can be obtained:

To be downloaded on the WCLA website, Government e-Tender Portal and CIDB's iTender website
WCLA website: https://www.wcla.gov.za/official_notices

Where bids should be delivered: (Submission of Proposals)

The Tender Box is situated at the following location:

Physical Address: Tender Box, 3rd Floor, Sunbel Building, 3 Old Paarl Rd, Bellville, Cape Town, Western Cape, South Africa, 7530

Bid proposal / Tender documents **must be delivered and deposited** in the tender box between **08:30 am and 16:00 pm, Monday to Friday**, prior to the closing date, and **between 08:30 am and 11:00 am on the closing date**. Bidders are advised to allow sufficient time for potential delays, such as traffic, flight schedules (if traveling to Bellville from another city or country), and building access, as WCLA, will not be held responsible for any such delays.

Submissions left at the security desk, reception, or with any individual will not be accepted and will be disregarded. All bid submissions must be placed directly into the tender box. Any submissions not deposited in the tender box will be considered invalid and will not be accepted by WCLA.

A Tender document must be in a sealed clearly marked packaging that has a bid number and bid description on the outside. Both the bid number and bib description must be on the packaging for the documents to be acceptable.

PART A

INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO-TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF WCLA					
BID NUMBER:	WCLA_T002_2024_25	CLOSING DATE:	17 March 2025	CLOSING TIME:	11:00
DESCRIPTION	OFFICE REFURBISHMENT FOR THE WALK-IN-CENTRE AT THE WESTERN CAPE LIQUOR AUTHORITY				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Tender Box, 3rd Floor, Sunbel Building, 3 Old Paarl Road, Bellville, 7530					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	scm@wcla.gov.za		CONTACT PERSON	scm@wcla.gov.za	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FAX NUMBER	N/A	
E-MAIL ADDRESS	scm@wcla.gov.za		E-MAIL ADDRESS	scm@wcla.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FAX NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					

VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	CENTRAL SUPPLIER DATABASE No:	MAAA.....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [[IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [[IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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 THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

THIS BID IS SUBJECT TO THE JOINT BUILDING CONTRACTS COMMITTEE (JBCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT:

- All bids must be submitted on the official forms – (not to be re-typed)
- **Use black ink to fill in these form**
- No bids forwarded by telegram, telex, facsimile are considered, however photo-stat copies or facsimiles which is filled in and signed original will be accepted as valid.
- All bid offers received will be advertised on the Authority's website.
- Bids will be opened after 11h00 on the day of bid closure.
- Compulsory documents such as WCBD 1, WCBD 3, WCBD 4, WCBD 6.1 and BEE Certificate must be valid and all fields to be duly completed for the validity of the bid as stipulated on the bid documents. It will be the bidder's responsibility to ensure that any expired documents to be resubmitted to the department. If at the Bid Evaluation phase documents were not received bidders will be deemed to be non-compliant and the bid will be passed over for the evaluation purpose.
- All Taxes must be included in the tender price.

Central Supplier Database Registration

As of 1 April 2016, the Provincial Government of the Western Cape will **ONLY** contract with businesses duly registered on the Central Supplier Database.

All **prospective** Service Providers are invited to register as a supplier on the Central Supplier Database. Enquiries regarding the registration process may be referred Western Cape Support **on 086 122 5577 / sa-supplierdatabase@sap.com**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

TERMS OF REFERENCE

REFERENCE NUMBER: WCLA_T002_2024_2025

**OFFICE REFURBISHMENT FOR THE WALK-IN-CENTRE AT THE WESTERN CAPE
LIQUOR AUTHORITY**

WESTERN CAPE LIQUOR AUTHORITY (WCLA)

ABBREVIATIONS

B-BBEE :	Broad-Based Black Economic Empowerment
CPA :	Contract Price Adjustment
CPI :	Consumer Price Index
SABS :	South African Bureau of Standards
SANAS :	South African National Accreditation System
VAT :	Value- Added Tax
WCLA :	Western Cape Liquor Authority
e-PS :	Electronic Procurement Solution
CSD :	Central Supplier Database
WCSD :	Western Cape Supplier Database
SARS :	South African Revenue Services
TCC :	Tax Clearance Certificate

SECTION A

1. PURPOSE

The Western Cape Liquor Authority (WCLA), a 3C public entity in the Western Cape, hereby invites qualified and competent service providers to submit proposals for the alteration of the following:

- Construction, refurbishment, and upgrading of office infrastructure on the 3rd and 5th floors to enhance operational functionality.
- Establishment of a reception, self-service, and consulting area on the 3rd floor to improve accessibility and public service efficiency.
- Upgrading office layouts, including dry wall partitions, suspended ceilings, custom-made joinery, and improved workspace arrangements for workflow optimization.
- Ensuring adherence to South African building regulations, health and safety standards, and universal accessibility requirements.
- Incorporation of new electrical and mechanical installations to support a modern office environment.
- Execution of works in line with Sunbel Building management policies, including dust control, structured coordination, and rubble removal on a scheduled basis.

The service provider may be requested to enter into a Service Legal Agreement (SLA), however, prior to both parties signing the SLA, the provisions of this Tender document, the Joint Building Contracts Committee (JBCC), and other applicable SCM provisions and relevant SCM legal prescripts as advised by both National and Provincial Treasury and our SCM policy will be applicable.

PROJECT LOCATION

The Sunbel Building is situated in Bellville, Cape Town, bordered by Voortrekker Road, Strand Road, Quarry Road, Old Paarl Road, and Du Toit Street. The Google Maps image below provides the precise location of the premises.



Fig. 1. Site Location

2. OBJECTIVE

The primary objective of this procurement is to engage a qualified and competent service provider to execute the construction, refurbishment, and upgrading of the existing office space within the Sunbel Building for the development of a Client Walk-in Centre. The project aims to:

- Ensure compliance with South African building regulations, health and safety standards, and universal accessibility requirements.
- Enhance public accessibility and optimize the functionality of the office space.
- Modernize office layouts and infrastructure to support operational efficiency.
- Implement a sustainable construction approach that minimizes disruptions and aligns with best practices

3. SPECIFICATION / SCOPE OF WORK

The following specifications are required by the Western Cape Liquor Authority: The below specifications MUST BE STRICTLY COMPLIED WITH.

Description of the Works

The scope of work includes, but is not limited to:

- Site Establishment: Mobilization of resources, contractor site setup, and implementation of security measures.
- Demolition & Site Clearance: Removal of existing structures, ensuring minimal disruption, and handling of any hazardous materials in compliance with safety standards.

- Structural Works: Construction of new office layouts using dry wall partitions, installation of suspended ceilings, and associated structural modifications.
- MEP (Mechanical, Electrical, and Plumbing) Installations: Upgrades to electrical systems, HVAC, fire safety, and any required plumbing modifications.
- Interior Finishing Works: Flooring installations, painting, carpentry, and custom joinery.
- Office & Customer Service Area Installations: Setup of reception areas, self-service and consulting spaces, workstations, and IT infrastructure readiness.
- Final Site Cleaning & Hand-over: Removal of temporary works, commissioning of systems, and completion certification.
- Defects Liability & Maintenance: A 12-month defects liability and maintenance period post-completion to address any issues arising from the work.

3.1 Tender Drawings

(Refer to Annexure B to D)

Architect's drawings:

2240-01-Revision 1: 3rd Floor Plan Internal Alterations

2240-02-Revision 1: 5th Floor Plan Internal Alterations

2240-03-Revision 0: Shopfronts and door schedules for 3rd and 5th floors

2240-04-Revision 0: Reception desk, Self-help desks, Consulting counter and Call Centre 3rd Floor

2240-05-Revision 0: Joinery, built in 3rd and 5th Floor

Electrical Engineer's drawings:

2302061/E/001 Revision D: 3rd Floor Lighting and Power

2302061/E/002 Revision D: 5th Floor Lighting and Power

Mechanical Engineer's drawings:

230112-M-101 Revision C: Third Floor Storey Ventilation Layout

230112-M-102 Revision C: Fifth Floor Storey Ventilation Layout

230112-M-103 Revision A: Existing Plan Room Layout

230112-M-201 Revision E: Third Floor Storey Fire Services Layout

230112-M-202 Revision E: Fifth Floor Storey Fire Services Layout

230112-M-601 Revision C: Third Storey Ceiling Coordination Layout

230112-M-602 Revision C: Fifth Storey Ceiling Coordination Layout

230112-M-301 Revision E: Third Storey Fire Detection layout

230112-M-302 Revision D: Fifth Storey Fire Detection layout

4. MANDATORY REQUIREMENT

The service provider must achieve the below mandatory requirements in order to proceed to be evaluated further. The service provider must submit the required documentation as part of their proposals. **Failure to submit the required documents will result in the bid being disqualified.**

Quotation must be inclusive of VAT and the quote should be submitted before the closing date and time of the inquiry. Quotation to be submitted by the service provider will be VALID FOR NINETY (90) days.

NB: Service providers are required to confirm the provision of the below mandatory documents on their quotation / or as part of their bid submission proposals or else, they may be disqualified in the procurement process.

No.	I/We have attached to this document:	Tick if submitted	
		Yes	No
1.	Submission of Tender Document and Compliance document: A completed and signed tender document including WCBD1, WCBD 3.3, WCBD 4, WCBD 6.1, WCBD 7.1 and CSD Report		
2.	Initials on Pages: Respondents are requested to provide their initials at the bottom-right on each page of this document (or sign in full where indicated).		
3.	SARS Tax Compliance: A valid SARS Tax Clearance Certificate and or Tax Pin Certificate		
4.	B-BBEE Certificate: A valid B-BBEE Certificate (SANAS/ Affidavit)		
5.	Bank Rating / Good Standing Letter: Attach Bank Rating / Letter of Good standing with financial institution The letter should include: <ul style="list-style-type: none"> • The Tenderer's bank account name and number. • A statement that engagements and accounts with the bank have always been properly and satisfactorily conducted; and The Tenderer has access to lines of credit with the bank, they have the resources to meet their commitments, and the bank considers the Tenderer a counterparty of good risk and good for business		
6.	Annual Financial Statements: Submits annual financial statements for the last 3 (three) financial years, in compliance with the requirements of the Companies Act. *Shortlisted tenderers will be subjected to a financial analysis that may result in disqualification should there be any material financial risks.		
7.	Company Registration: Proof of company/closed corporation registration and a copy of CM/CK certificates		
8.	Identity Documents: Certified copies of the identity documents of those with equity/shares (share certificate)		
9.	Board Resolution or Proxy: Proof of Proxy/ Board Resolution		
10.	Joint Venture Agreement: If applicable, Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with his tender		
11.	COIDA Compliance: A valid COIDA - provide proof that it is in possession of a letter of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for		

	Occupational Injuries and Disease Act No. 130 of 1993. *The proof must be valid at the time of close of the Tender and a valid certificate must be produced at the time of award if the certificate expires between close of Tender and award. NOTE: The proof must be related to the built environment field.		
12.	CIDB Registration: The tenderer must be registered with the Construction Industry Development Board (CIDB) as a Grade 6GB (General Building) contractor or higher. Proof of valid CIDB registration must be submitted with the tender.		
13.	BIBC Registration: Proof of registration with the Building Industry Bargaining Council (BIBC), confirming compliance with relevant labour regulations.		
14.	OHS Official Experience – The OHS / Lead person must have an experience of at least five (5) years , submission of a CV is required.		
15.	Confirmation of a team - The service provider must confirm provision of the personnel as part of the team: <ul style="list-style-type: none"> • Health and Safety Officer • Site Agent Project / Construction Leader • Foremen: General Works • Tiling/Carpet Artisan • ICT Specialist • Licensed/Professional Electrical (Sub) contractor 		

NB: Service providers are required to adhere to the mandatory requirement for OHS as listed below (as extracted from page 8 of Annexure E: CHS Specification) on their quotation / or as part of their bid submission proposals or else, they may be disqualified in the procurement process.

CHS COMPETENCY AND RESOURCE EVALUATION

The Principal Contractor must compile and / or submit the documentation listed below to the appointed CHS Agent for evaluation.

Documentation to be provided includes:	Documented submitted?	
	Yes	No
1. Signed CHS Specification		
2. Valid Workmen's Compensation's Letter of Good standing		
3. Valid and adequate Public Liability Insurance		
4. Injury Statistics for the current and previous 2 years including all lost time accident investigations as compiled for previous similar projects		
5. Company profile detailing comprehensive information including the number of years in operation, the experience and qualifications of senior company officials, and details of the company's support systems such as CHS		

management systems and CHS personnel. Additionally, the profile should highlight the company's facilities, including plant yards, maintenance workshops, and in-house equipment. It should also outline projects completed over the past two years, with specific reference to commencement and completion dates, project values, descriptions of the work performed, and must include the names of clients for all completed projects.		
6. Construction Industry Development Board (CIDB) grading if any		
7. Registration with industry / trade associations (BIBC)		
8. Voluntary registration with industry associations / employer associations (SAFCEC / MBA etc.)		
9. Overview of the Principal Contractor's CHS management system and examples of system audits conducted within the past two years		
10. The Principal Contractor's Supplier and Contractor CHS management system and examples of health and safety audits conducted on Suppliers and Contractors within the past two years		
11. A clear indication of provision made for the cost of CHS compliance i.e., as indicated within the Bill of Quantities		
12. Signed Health and Safety Policy, Substance Abuse Policy, and Dangerous Weapons Policy		
13. A project-specific CHS Plan in accordance with the CHS Specification		
14. Project specific Method Statement and Risk Assessment/s for the relevant disciplines / trades		
15. A project-specific CHS Organogram		
16. The OHS Act. Section 16(1) and 16(2) Assignments		
17. The Construction Manager's appointment and proof of competency		
18. The Alternative Construction Manager's appointment and proof of competency		
19. The Construction Supervisor appointment/s and proof of competency		
20. CHS Officer appointment/s, SACPCMP registration and proof of competency		
21. Health and Safety Representative appointment/s and proof of training		
22. Construction Risk Assessor appointment/s and proof of competency		
23. Fall Protection Planner appointment/s and proof of competency		

The Principal Contractor will not be appointed to this project if the aforementioned requirements have not been complied with and are not approved by the CHS Agent.

It is important to note that the Contractors' appointed persons for the various CHS management portfolios / appointments must fulfill the criteria as stipulated in terms of the definition of a "Competent Person" in accordance with the Construction Regulations 2014.

The Contractors are to ensure that the relevant appointees are thoroughly trained on the relevant sections of the OHS Act and on the applicable regulations made under the Act.

5. FUNCTIONALITY CRITERION

An evaluation process will be conducted with all applicants that are compliant with the minimum requirements. The total score that suppliers can obtain for functionality will be **100 points**. The minimum threshold for functionality will be **80 points**. All suppliers that meet the minimum threshold for functionality will be evaluated on price and preference points which also **total 100 points**.

<p>REFERENCE LETTERS</p> <p>OPTION 1</p> <p>Service providers must provide reference letters with a Letterhead from the client, where they provided the required service / similar at a minimum of R4 Million, completed not more than six years ago.</p> <p>-Duration of the contract – Contact details of the delegated person who signed the client reference letter – Feedback about the quality of service that was rendered to the client.</p> <p>Each reference is to be supported with:</p> <ol style="list-style-type: none"> 1. proof of appointment letter/contract 2. completion certificates 3. a reference letter with contactable references <p>Or OPTION 2</p> <p>NB: In the event that reference letters are not submitted, but a list of previous clients who were provided the same services, then the service providers must provide contactable details of the clients – (Both working email and Telephone), the nature of the procurement, and the value.</p> <p>In addition to the above, the service provider has to submit a letter confirming the accuracy and validity of the list so that in the event that the list is found to be fraudulent, then proper remedial actions/ measures may be taken by WCLA and reported to the National Treasury.</p> <p>**Note if a letter confirming validity and accuracy of the details provided on the Supplier list is not provided, WCLA reserves a right to not award points.</p>	<p>MAXIMUM POINTS: 30 Points</p> <p>4 or more references = 30 Points</p> <p>2 - 3 references = 20 P</p> <p>Less than two (2) reference letters = 10 P</p> <p>No Reference letter submitted / No confirmation letter by the service provider confirming that the list they provided is valid and accurate (In the event a list of previous clients is provided, and the service provider references contact details are not working) = 0 P</p>
<p>BUSINESS PROFILE:</p> <ul style="list-style-type: none"> ➤ The service provider must provide a proposal that explains the entity's background, operations, experience, and number of years in operation. <p>The alignment of the entity's profile to the required services will be considered in the allocation of the points.</p>	<p>MAXIMUM POINTS = 10 Points</p> <p>Excellent = 10 P</p> <p>Fair = 5 P</p> <p>No Submission = 0 P</p>

<p>METHODOLOGY TO BE FOLLOWED</p> <ul style="list-style-type: none"> ➤ The service provider must submit a detailed methodology and approach outlining the project execution plan, compliance with regulations, safety measures, construction and refurbishment processes, quality assurance, risk management, and strategies to ensure timely and efficient project delivery. 	<p>MAXIMUM POINTS = 10 Points</p> <p>Methodology is Excellent = 10 P</p> <p>Methodology Fair = 5 P</p> <p>No Submission = 0 P</p>
<p>LOCALITY:</p> <ul style="list-style-type: none"> ➤ The contractor is to provide proof of an official business address within the province of Western Cape. Company registration documents indicating the address of the business, provide CIPRO documents. (COR14.3: Registration Certificate or COR 14. Notice of Incorporation and Rates and Tax <p>Account in the name of the company or a valid lease agreement if the bidder is leasing office space)</p>	<p>MAXIMUM POINTS = 10 Points</p> <p>The official address is in the Western Cape Province = 10 P</p> <p>No valid Submission/ Not in the Western Cape Province = 0 P</p>
<p>CAPACITY AND THE RELEVANT EXPERIENCE OF THE SERVICE PROVIDER TEAM IN THE CONSTRUCTION INDUSTRY:</p> <ul style="list-style-type: none"> ➤ Health and Safety Officer: (10 Points) Provided CV with relevant and acceptable qualifications of SHE Officer (Proof of Professional registration with the relevant Associations (SACPCMP or SAIOSH), CV, post-training experience of a minimum of 5 years). A fully signed WCLA OHS Competency Declaration to be appended to the tender. ➤ Site Agent Project / Constructions: (10 Points) Must provide proof of registration with the relevant body (SACPCMP). A relevant qualification in the built environment field and a CV indicating skills, knowledge, at least 5 years of experience post qualification, and qualifications must be submitted. ➤ Foreman: General Works: (5 Points) Must provide/submit a Trade certificate in Bricklaying in the Built environment field. Submit a CV indicating skills, knowledge, at least 5 years of experience must be submitted. ➤ Tiling /Carpet Artisan: (5 Points) Must submit CV indicating skills, knowledge, at least 5 years of experience must be submitted. ➤ ICT Specialist: (5 Points) Must submit CV indicating skills, knowledge, at least 5 years of experience must be submitted. ➤ Licensed Professional Electrical (Sub) contractor: (5 Points) Must submit a Trade certificate for an Electrician in the built environment field. 	<p>MAXIMUM POINTS = 40 Points</p> <p>The Above 40 Points is allocated across in the following manner:</p> <ul style="list-style-type: none"> ➤ Health and Safety Officer = 10 P ➤ Site Agent Project / Construction Leader = 10 P ➤ Foremen: General Works = 5 P ➤ Tiling/ Carpet Artisan = 5 P ➤ ICT Specialist = 5 P ➤ Licensed/Professional (Sub) contractor: 5 P

Must submit CV indicating skills, knowledge, at least 5 years of experience must be submitted.	
TOTAL POINTS	100 POINTS

SECTION B

6. EVALUATION CRITERION:

Proposals/Bids submitted by the service provider will be evaluated in four (4) phases (if all are applicable based on the content of the Specification documents) which will be as follows:

- which will be inclusive of **Phase 1**, where the completeness of the bid proposals will be evaluated with reference to compliance of the specifications mentioned/required on the Tender document provisions. Should the proposal/bid documents be lacking in complying/addressing the required specifications or conditions of the tender documents, then the bid may be regarded as non-compliant and will by default be disqualified.
- **Phase 2 (if applicable)**, the bidders will further be evaluated on their compliance to a predetermined **MANDATORY CRITERION**, where they will be evaluated based on their compliance to the predetermined mandatory required which will be exclusively highlighted on the tender specification document, this is a qualification criterion, non-compliance with the mandatory criterion also leads to an automatic disqualification in the procurement process.
- **Phase 3 (if applicable)**, the bidders will subsequently be evaluated based on the **FUNCTIONALITY CRITERION**, where they will be evaluated based on predetermined qualification requirements.
- **Phase 4 (if applicable)**, the bidders will lastly, in the event they have complied with all the relevant and applicable Phases noted above, then, they will be evaluated based on their compliance with the Price and Preference evaluation, The Preference component on the Price and Preference, considers the below:

6.1.1 **Preference Points Evaluation:** As the RFP price is estimated to be between R1 million and R50 million including VAT, the RFP responses will be evaluated on the 80/20-point system whereby the bidder obtaining the highest number of total points will be awarded the contract unless objective criteria justify the award to another bidder.

In the event that two (2) or more bids have scored equal points in terms of price and preference, the successful bid must be the one scoring the highest number of preference points in terms of PPPFA Act 5 of 2000. However, when functionality is part of the evaluation process and two or more bids have scored equal points for preference, the successful bid must be the one scoring the highest score for functionality. Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

To qualify for the financial evaluation, bidders must meet all requirements as outlined in this RFP. This RFP will be evaluated on the 80/20 points scoring principle as per the Preferential Procurement Policy Framework Act, 2000, and the Preferential Procurement Regulations, 2022. Points scored will be up to a maximum of 80 points for price and up to 20 points for Specific Goals (BB-EEE contribution level).

The following formula will be used to calculate the points for price:

$$\text{Where } PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Ps = Points scored for price of bid/quotation under consideration

Pt = Price of quotation/business proposal under consideration

Pmin = Price of lowest acceptable quotation/business proposal/tender

6.1.2. The maximum points for this quotation/bid are allocated as follows:

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

B-BBEE status level of contribution in accordance with the table below:

BBBEE Status Level Contributor	Number of Points for 80/20 system
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Proposals will not be disqualified from the bidding process if the bidder did not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 points respectively for Specific Goals (BBB-EE).

7. WCLA RIGHTS

WCLA reserves the following rights, amongst others, but not limited to:

- Service providers not complying with the strict requirements noted in this RFP, might be considered to be non-compliant and WCLA reserves the right to exclude those service providers as noted below.
- Western Cape Liquor Authority (WCLA) does not bind itself to accept the lowest or any bid, nor shall it be responsible for or pay any expenses or losses that may be incurred by the bidder in the preparation and delivery of the RFP.

- No RFP shall be deemed to have been accepted unless and until a formal contract/letter of intent/ Purchase order is prepared and executed.
- Not evaluate and award RFP that do not comply strictly with the requirements of this RFP.
- WCLA reserves the right to award a procurement to a service provider partially, in full, or not at all.
- The right to cancel the quotation, should the quote received exceed/ significantly exceed budget or in the event the services are no longer required.
- WCLA reserves the right to invite the shortlisted service providers for a presentation as part of the bid process.
- WCLA reserves the right to engage with the shortlisted bidder(s) for price negotiations and site inspection when necessary.
- Make a selection solely on the information received in the RFPs and Enter into negotiations with anyone or more of preferred bidder(s) based on the criteria specified in the evaluation of this RFP.
- Contact any bidder during the evaluation process, in order to clarify any information, without informing any other bidders and no change in the content of the RFQ shall be sought, offered, or permitted.
- Award a contract to one or more bidder(s). Withdraw the RFP at any stage.
- Accept a separate RFP or any RFP in part or full at its own discretion.
- Select the bidder(s) for further negotiations on the basis of the greatest benefit to WCLA and not necessarily on the basis of the lowest costs.
- Correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process;
- Verify any information contained in the bidder's submission;
- Request documentary proof regarding the bidder's submission;
- Request audited financial statements or other documents for the purpose of a due diligence exercise to determine if the bidder will be able to execute the contract.
- Not to award a contract to a bidder who is associated with a security breach that materially adversely affects other entities or if any directors or officers of a bidder are formally charged with fraudulent or illegal conduct which, would harm the WCLA's reputation by its continued association with the bidder.
- The Authority will not in any way be liable to pay for any cost incurred during the preparation of bid documents or work performed by each service provider prior to confirmation of award by the WCLA as the winning service provider for that specific procurement.
- Request for a sample of any requested items from the recommended service provider or any service provider at the discretion of the Authority.

8. CONTRACTUAL OBLIGATIONS

Bidders are required to fully complete all necessary documentation as outlined in the process and documentary section, including all applicable costs in South African Rands (inclusive of VAT). If the service provider intends to use sub-contractors, they will be responsible for ensuring the timely delivery of services by such sub-contractors and for making any payments to them. WCLA reserves the right to conduct a performance review to assess satisfactory performance.

Bidders must comply fully with the relevant Supply Chain Management (SCM) legislative framework, including the applicable regulations and prescripts. Additionally, bidders must take all reasonable steps to protect information in accordance with the provisions of the Protection of Personal Information Act (POPIA), Act of 2014.

9. ABSENCE OF OBLIGATION & CONFIDENTIALITY

No legal or other obligation shall arise between the service provider and WCLA until both parties have signed a formal contract or WCBD 7.1, or Service Level Agreement (SLA). By submitting a proposal to WCLA, bidders acknowledge the following:

WCLA will issue a purchase order to the appointed service provider. WCLA will not pay any amounts beyond the purchase order value, nor will it be liable for any work performed outside the scope of

the original Request for Proposal (RFP) issued and advertised by WCLA. If any instructions are received from WCLA that do not come from the SCM unit and involve work outside the original bid specifications, WCLA will not be held liable for any payments related to such work.

10. PAYMENT TERMS

WCLA's payment terms are 30 days from receipt of the invoice, in alignment with the National Treasury General Conditions of Contract (GCC).

11. TAX STATUS

Bidders must ensure their tax status is compliant on both the Central Supplier Database (CSD) and the Western Cape Supplier Database (WCSD). Suppliers or service providers registered on these databases do not need to submit a Tax Compliance Certificate (TCC) to WCLA but are encouraged to verify their tax clearance status.

12. INTELLECTUAL PROPERTY

WCLA will retain ownership of any reports, work, and intellectual property generated as part of this project.

13. WORKMEN AND SUPERVISION ON-SITE

The service provider will be held accountable for the conduct of their employees and the employees of any subcontractors throughout the duration of the contract, where applicable.

14. CONTRACT REQUIREMENTS

The RFP document will be appended to the WCLA's Contract (SLA) with the service provider, forming part of the schedule of deliverables for the project. All pricing provided in the quotation must remain fixed for the duration of the project.

15. BRANDING

Where the RFP references a specific brand, trademark, name, patent, design, type, origin, or manufacturer, bidders may submit an equivalent alternative.

16. BID VALIDITY

Any RFP submitted will remain valid, irrevocable, and open for written acceptance by WCLA for a period of 90 days. The RFP will be deemed valid beyond the 90-day period until formal acceptance by WCLA, unless the bidder notifies WCLA in writing of any changes, including additional conditions. Any further conditions introduced by the bidder will be considered at WCLA's sole discretion.

17. APPEALS

An appeal period will be open for 14 calendar days following the awarding of the tender to the successful bidder.

18. COMMUNICATION

Any clarifications required by a bidder regarding the meaning or interpretation of the RFP or any other aspects of the request must be submitted in writing via email to scm@wcla.gov.za, with the RFP number included in the correspondence. Telephonic requests for clarification will not be accepted. Clarifying information, if applicable, will be made available to all bidders exclusively by email. To ensure transparency and proper documentation, all communication between WCLA's SCM officials and bidders must be conducted through the official SCM email address: scm@wcla.gov.za. Bidders should be aware that WCLA SCM officials will never contact bidders via telephone or any method other than the official SCM email. During the evaluation process, additional information may be requested from bidders in writing for clarification purposes. Responses to such requests must be submitted within the prescribed timeframe. Failure to comply may result in the bid being disregarded.

19. PAYMENT TERMS

WCLA's payment terms are 30 days from receipt of the invoice and align with the National Treasury General Conditions of Contract (GCC).

20. TAX STATUS

Bidders must ensure that their overall tax status is compliant on both the CSD and WCSD. Suppliers or service providers registered on these databases do not need to submit a TCC to WCLA, but they should verify their tax clearance status on these platforms.

21. VALUE ADDED TAX (VAT)

Service providers who are VAT-registered must include VAT at 15% in their quoted prices. Failure to comply with this condition may result in the quote being invalid. Additionally, VAT must be included in the breakdown pricing within the tender/bid proposal documents.

22. WESTERN CAPE SUPPLIER DATABASE REGISTRATION AND CENTRAL SUPPLIER DATABASE

WCLA will only consider quotations or business proposals from suppliers actively registered on both the Western Cape Supplier Database (WCSD) and the Central Supplier Database (CSD). Suppliers should verify that their registration status is active and not suspended. If not registered, please contact WCSEB at WCSEB@westerncape.gov.za for assistance.

23. ADMINISTRATION

Successful suppliers or service providers must inform the SCM officials within 14 days, or as soon as unforeseen circumstances arise that may affect the execution of the awarded contract. The full details of such circumstances, including the delay period, must be provided. The administration and facilitation of the award will be managed by WCLA's Supply Chain Management Unit, and all correspondence should be directed to scm@wcla.gov.za. Orders will be placed by the WCLA unit, which will be responsible for payment to suppliers/service providers for goods delivered and/or services rendered.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
1.	1	Section 1: Preliminary	R
2.	1	Section 2: Builders work	R
3.	1	Section 3: Electrical	R
4.	1	Section 4: Mechanical Installation	R
Sub Total			R
Allow the sun of R80,000.00 (Eighty Thousand Rand) NET for Contingencies to be used as directed by the Principal Agent and deducted in whole or in part if not required			R
Sub Total			R
Value Added Tax (15%)			R
Total (BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED))			R

WCLA T002 2024_25 OFFICE REFURBISHMENT FOR THE WALK-IN-CENTRE AT THE WESTERN CAPE LIQUOR AUTHORITY

Required by: Marvin Jackson

At: Western Cape Liquor Authority
Sunbel Building
3 Old Paarl
Bellville

Does the offer comply with the specification(s)? ***YES/NO**

- If not to specification, indicate deviation(s)

- Period required for delivery

*Delivery: Firm/not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

PROVINCIAL GOVERNMENT WESTERN CAPE

WCBD4 FORM

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
3. **Definitions**

“bid” means a bidder’s response to an institution’s invitation to participate in a procurement process which may include a bid, price quotation or proposal;

“Bid rigging (or collusive bidding)” occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

“business interest” means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly-

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or

- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal. dishonest. unauthorized. incomplete. or biased: or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorized or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption

“CSD” means the Central Supplier Database maintained by National Treasury;

“employee”, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

“entity” means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person's -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

- (a) partner in marriage or civil union according to legislation;
 - (b) partner in a customary union according to indigenous law; or
 - (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.
4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
- a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution
5. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
6. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
7. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:

C2. TABLE C

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
To enable the prospective bidder to provide evidence of past and current performance.			
C1.	Did the entity conduct business with an organ of the state in the last twelve months? (If yes complete Table C)	NO	YES

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	
C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?			NO	YES	
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>			NO	YES	
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?			NO	YES	N/A
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?			NO	YES	
C7.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?			NO	YES	

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorized representative of the entity in the presence of a commissioner of oaths.

I,
hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I understand the content of the document;
- iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.
- iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience?
ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

.....

Business Address:

.....

WCBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENT INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and “tender” is the act of bidding /tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

- 1.10 **“EME”** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **“Large Enterprise”** is any enterprise with an annual total revenue above R50 million;
- 1.13 **“non-firm prices”** means all prices other than “firm” prices;
- 1.14 **“person”** includes a juristic person;
- 1.15 **“price” means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **proof of B-BBEE status level contributor” means-**
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **“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;
- 1.22 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **“the Regulations”** means the Preferential Procurement Regulations, 2022;

- 1.24 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette on 11 October 2013*;
- 1.25 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

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

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

2.2 Preference point system for this bid:

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

2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:

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

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

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

2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

or

90/10

$$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

5.1 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 6.1 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.2 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.3 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 6.4 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.6 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.7 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

8.1 B-BBEE Status Level of Contribution..... =.....(*maximum of 20 points*)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? **YES/NO** (*delete which is not applicable*)

9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME or QSE? **YES/NO** (*delete which is not applicable*)

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 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 [SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph

7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

(i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;

(ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;

(iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or

(iv) engages in a fronting practice.

(c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

(d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.

(e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.

(f) The purchaser may, in addition to any other remedy it may have –

(i) disqualify the person from the bidding process;

(ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(iii) 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; and

(iv) forward the matter for criminal prosecution.

(g) The information furnished is true and correct.

(h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

.....

DATE:

.....

ADDRESS:

.....
.....

WITNESSES:

1.

2.



WCBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS/SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works /services described in the attached bidding documents to (name of institution)in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, via

-Invitation to bid;

-Tax clearance certificate;

-Pricing schedule(s);

-Technical Specification(s);

-Preference claims for Broad-Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017; [WCBD 6.1]

-Declaration of Interest; Declaration of bidder's past SCM practices and Certificate of Independent Bid Determination [WCBD 4]

-Special Conditions of Contract;

(ii) Joint Building Contract Committee; and

(iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

WCBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works/services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

Standard Conditions of Tender

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain standard conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The Joint Builders Contracts Committee (JBCC) will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the JBCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

1. General

1.1. Actions

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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

1.2. Tender Documents

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

1.3. Interpretation

- 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.
- 1.3.2. These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
- 1.3.3. For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:
 - 1.3.3.1. **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

- 1.3.3.2. **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; and
- 1.3.3.3. **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
- 1.3.3.4. **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

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. Writing 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.

1.5. The employer's right to accept or reject any tender offer

- 1.5.1. The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- 1.5.2. The employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers, re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

2. Tenderer's obligations

2.1. Eligibility

Submit a tender offer only if the tenderer complies with 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.

2.2. Cost of tendering

- 2.2.1. Accept that 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 satisfy requirements.

2.3. Check documents

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

2.4. Confidentiality and copyright of documents

- 2.4.1. 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.

2.5. Reference documents

- 2.5.1. 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.

2.6. Acknowledge addenda

- 2.6.1. 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.

2.7. Clarification meeting

- 2.7.1. 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.

2.8. Seek clarification

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

2.9. Insurance

- 2.9.1. Be aware that the extent of insurance to be provided by the employer (if any) may 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.

2.10. Pricing the tender offer

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

2.11. Alterations to documents

- 2.11.1. 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. Erasures and the use of masking fluid are prohibited.

2.12. Alternative tender offers

- 2.12.1. Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
- 2.12.2. Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

2.13. Submitting a tender offer

- 2.13.1. Submit a tender offer 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.
- 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 in black ink.

- 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.
- 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.
- 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.
- 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.
- 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.
- 2.13.8. Accept that the employer shall 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.

2.14. Information and data to be completed in all respects

- 2.14.1. 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.

2.15. Closing time

- 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. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.
- 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.

2.16. Tender offer validity

- 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.
- 2.16.2. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

2.17. Clarification of tender offer after submission

- 2.17.1. 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 total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer

Note: Sub-clause 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.

2.18. Provide other material

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

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.

2.20. Submit securities, bonds, policies, etc.

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.

2.21. Check final draft

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

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.

2.23. Certificates

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

3. The Employer's Undertakings

3.1. Respond to clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

3.2. Issue Addenda

- 3.2.1. If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven 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, will then notify it to all tenderers who drew documents

3.3. Return late tender offers

- 3.3.1. 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.

3.4. Opening of tender submissions

- 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.
- 3.4.2. Announce at the opening 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, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.
- 3.4.3. Make available the record outlined in 3.4.2 to all interested persons upon request.

3.5. Two-envelope system

- 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.
- 3.5.2. Evaluate the quality 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 quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

3.6. Non-disclosure

- 3.6.1. 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.

3.7. Grounds for rejection and disqualification

- 3.7.1. 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.

3.8. Test for responsiveness

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- 3.8.1. meets the requirements of these Conditions of Tender,
- 3.8.2. has been properly and fully completed and signed, and
- 3.8.3. is responsive to the other requirements of the tender documents.

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:

- Detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the tenderer's risks and responsibilities under the contract, or
- 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.

3.9. Arithmetical errors

Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If bills of quantities (or schedule of rates) 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 will be corrected.
- 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 a bills of quantities applies) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

3.10. Clarification of a tender offer

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

3.11. Evaluation Process

To ensure that all respondents are afforded the opportunity to compete on an equal footing and also to enable WCLA to evaluate the bids received on an equal basis, the bid evaluation process described below will be followed.

Joint Building Contract Committee

The Conditions of Contract are clauses 1 to 35 of the JBCC Series 2018 Principal Building Agreement (Edition of March 2018) published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011- 4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

C3.1.5 TEMPORARY WORKS

Not applicable

C3.2 ENGINEERING

C3.2.1 DESIGN

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract documents unless otherwise stated.
- (b) The Contractor shall supply all details necessary to assist the Architect and Engineers in the compilation of the as-built drawings.

C3.2.2 COE'S DESIGN

The design is complete and is indicated on the drawings.

C3.2.3 CONTRACTOR'S DESIGN

The Contractor is not required to supply the design of the structures, but he will be required to assist with updating of as-built drawings.

The Contractor will be required to obtain quotations from specialist suppliers for certain aspects of the construction of the permanent Works.

C3.2.4 DRAWINGS

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Principal Agent. The Principal Agent will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends, and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Principal Agent Representative on a regular basis.

All information in possession of the Contractor, required by the Principal Agent and/or the Principal Agent Representative to complete the as built/record drawings, must be submitted to the Principal Agent Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are bound in a separate volume/bound at the back of this volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.2.5 DESIGN PROCEDURES

The Contractor may be required to obtain quotations from specialist suppliers for certain aspects of the construction of the permanent Works.

The Contractor will be required recording and keeping track of documents submitted for approvals where required

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 *Requirements*

It will be required to where possible source unskilled labour from the local community.

C3.3.1.2 *Resource standard pertaining to targeted procurement*

Due to the nature of the work targeted procurement is not prescribed.

C3.3.2 SUBCONTRACTING

C3.3.2.1 *Scope of mandatory subcontract works*

In respect of the scope of selected and / or specialist work the Contractor is referred to the Bills of Quantities.

C3.3.2.2 *Preferred subcontractors/suppliers.*

No specialist subcontractors are prescribed but the contractor will be required to appoint subcontractors for specialist installations in consultation with the Employer.

C3.3.2.3 *Subcontracting procedures.*

N/A

C3.3.2.4 *Attendance on subcontractors*

N/A

C3.4 CONSTRUCTION

C3.4.1 WORKS SPECIFICATIONS

C3.4.1.1 *Applicable SABS Standardized Specifications*

The Contractor is referred to Bills of Quantities for the applicable project specifications.

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

C3.4.1.2 *Particular Specifications*

The Contractor is referred to the specifications on drawings and in the Bills of Quantities for the Particular Specifications for work not covered by the Model Preambles for Trades (1999 edition) published by the Association of South African Quantity Surveyors

C3.4.1.3 *National and International Standards*

Contractors are referred to the Bills of Quantities for national and international standards where applicable.

C3.4.1.4 *Variations and Additions to the SABS 1190 Standardized Specifications*

The Contractor is referred to Bills of Quantities for the applicable project specifications here applicable.

C3.4.2 SITE ESTABLISHMENT

C3.4.2.1 *Services and facilities provided by the Employer.*

(a) *Water sour*

Potable water supply available

A reticulated potable water supply is available in the vicinity. Should the Contractor, in complying with his obligations in terms of sub-clause C3.4.2.2(a): Water, wish to utilise such water supply, he shall himself be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible water supply authority, the Contractor shall further be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

(b) Electricity supply

Electrical power supply available.

The Contractor shall, in accordance with the provisions of sub-clause C3.4.2.2(b), and at his own cost, make all arrangements necessary for the supply and distribution of electrical power required for construction purposes as well as for use in and about his site establishment.

The Contractor shall comply with all prevailing legislation in respect of the generation and distribution of electricity and shall, when required by the Principal Agent, produce proof of such compliance.

(c) Excrement disposal

A reticulated water-borne sewage disposal system exists in the vicinity of the Site.

Should the Contractor, in complying with his obligations in terms of subclause C3.4.2.2(c): Excrement disposal, wish to avail himself of such facility, he shall, in accordance with the provisions of sub-clause C3.4.2.2(c), and at his own cost, be responsible for making his own arrangements with the responsible disposal authority, and for making such connections he may require to the available services.

If so required by the responsible sewage disposal authority, the Contractor shall, at his own cost, be responsible for making connections to the available services at the

positions specified by the sewage disposal authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water-borne sewage disposal will necessarily be adequate for the Contractor's purposes nor that its operation is in any way guaranteed.

(d) Area for contractor's site establishment

A specific area in close proximity to or on the Site of the Works will be made available by the Employer to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the Contractor by the Principal Agent and the Contractor shall have sole use of such area, free of charge, for the duration of the Contract. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Principal Agent, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Bid.

(e) Rail facilities

Not Applicable

C3.4.2.2 Facilities provided by the Contractor

(a) Facilities for the Principal Agent

(i) Office accommodation

No separate office is required for the Principal Agent or his Representative, but the Contractor must provide a suitable office desk with lockable drawers, an office chair and a lockable plan cupboard in one of his offices, for the exclusive use of the Principal and his Representative.

The Principal Agent and his Representative shall be allowed free use of all the Contractor's site facilities.

The Principal Agent and his Representative shall be allowed free use of survey equipment and assistants to carry out control work as and when required, and the Contractor shall provide all pegs, concrete, tools and other necessary items as well as all necessary labour for excavation, bush clearing, mixing and placing of concrete, as and when required for the control of the setting out of the Works.

Temporary Accommodation

(ii) Not required.

(iii) Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of **six (6)** persons at site meetings. The Principal Agent shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

(iv) Contract name boards

The Contractor shall provide, erect and maintain one (1) contract name boards at such positions and locations as are directed by the Principal Agent, in accordance with the drawings to be provided.

The Contractor shall before order or manufacturing any such contract name boards, obtain the Principal Agent written approval in respect of all names and wording to appear on the contract name boards.

Each nameboard shall be made of tempered hardboard with a thickness of at least 12 mm, so braced on the reverse side as to prevent warping and shall be mounted on two or more, as necessary, firmly planted poles. The painting of the boards shall comply with the relevant requirements of CKS 193 and the colours of the paints shall be an acceptable match to the applicable colours given in SABS 1091.

The Contractor shall keep the contract name boards in good state of repair for the duration of the Contract and shall remove them on completion of the Contract.

v) Survey equipment and assistants

Survey equipment

The Contractor shall, for the duration of the Contract, provide the necessary survey equipment for the exclusive use of the Principal Agent and his staff:

All such survey equipment provided by the Contractor shall be in good condition, properly calibrated and fit for the purpose and shall be kept fully serviceable at all times by the Contractor at his own cost. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Principal Agent staff.

Where required by the Principal Agent, the Contractor shall at his own cost, promptly arrange for the recalibration of survey equipment provided.

(vi) Telephone facilities

The Contractor shall for the duration of the project supply telephone, telefax and e-mail facilities on site which facility will also be made available for use of the Principal Agent and his Representative. These facilities must always be in working order.

(vii) Computer facilities

Not required

(b) Water

The Contractor shall, at his own expense, be responsible for obtaining and providing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Engineer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, providing and consumption of water, the costs of which will be deemed to be included in the Contractor's bided rates.

(c) Electricity

The Contractor shall, at his own expense, be responsible for obtaining and providing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, providing and consumption of electricity, the costs of which will be deemed to be in the Contractor's bided rates and prices.

(d) Excrement disposal

Disposal on site not allowed

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's bided Preliminary and General items.

C3.4.2.3 Site usage

Not required

C3.4.2.4 Permits and way-leaves

The Contractor shall be responsible to obtain all the way-leave required under this Contract. The Contractor is referred to the Preliminaries in the Bills of Quantities to compensate the Contractor for all his expenses to obtain the way-leave.

C3.4.2.5 Features requiring special attention

(a) Site maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions.

(b) Fencing

The Contractor shall, at his own expense, be responsible for obtaining and providing all fence as he may require for the purposes of executing the Contract.

(c) Subcontractors

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Principal Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Principal Agent will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Principal Agent will not become involved.

(d) Opening up and closing down of designated borrow pits

Not required/permitted

(e) Access to properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 17.1 of the Conditions of Contract.

If, because of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Principal Agent (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths, and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

(e) Existing residential areas

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Principal Agent approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

(g) Labour-intensive competencies of supervisory and management staff

Not applicable

(h) Employment of local labour

It is the intention that this Contract should make maximum use of the local labour force that is presently underemployed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Principal Agent, which approval shall not be unreasonably withheld.

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

The contractor must provide monthly statistics to the IDT indicating the number of new jobs created through this contract. This statistic must be provided with each monthly payment certificate using BRF Forms and other prescribed format, which will be provided by the Project Manager of this project to the successful bidder. Failure to provide the required statistics IDT may withhold payment.

(j) Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 49 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Principal Agent, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Principal Agent payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Principal Agent for the purposes of accurately reflecting the actual quantities and amounts which the Principal Agent deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Principal Agent within three (3) normal working days from the date on which the Principal Agent communicated to the Contractor the adjustments required. The Contractor shall submit to the Principal Agent five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Principal Agent the requisite copies of the adjusted statement for the purposes of the Principal Agent's payment certificate will be added to the times allowed to the Principal Agent in terms of Subclause 49.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

(k) Construction in restricted areas

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices bid will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment or any claim for payment due to the difficulties will be considered.

(l) Notices, signs and barricades

All notices, signs and barricades may be used only if approved by the Principal Agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his bid rates.

The Principal Agent shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

(m) Workmanship and quality control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced Principal Agent, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bid for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Principal Agent for examination and measurement, the Contractor shall furnish the Principal Agent with the results of the relevant tests, measurements, and levels to demonstrate the achievement of compliance with the Specification

C3.4.2.6 *Extension of time due to abnormal rainfall*

Extension of time due to inclement weather will be in accordance with clause 29 of the JBCC Series Edition 6.2 Principal Building Agreement.

C3.4.4.1 CONSTRUCTION EQUIPMENT *Requirements for equipment*

Will be in accordance with the principals of the JBCC 6.2 Principal Building Agreement.

C 3.4.5 EXISTING SERVICES

C.3.4.5.1 KNOWN SERVICES

C3.4.5.2 Treatment of existing services

The principals of the JBCC 6.2 Principal Building Agreement will apply.

C3.4.5.3 Use of detection equipment for the location of underground services

The principals of the JBCC 6.2 Principal Building Agreement will apply.

C3.4.5.4 Damage to services

The principals of the JBCC 6.2 principal Building Agreement will apply.

C3.4.5.5 Reinstatement of services and structures damaged during construction

The principals of the JBCC 6.2 Principal Building Agreement will apply.

C3.5 MANAGEMENT OF THE WORKS

The principals of the JBCC 6.2 Principal Building Agreement will apply.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2014, which are bound in the Contract document/will be issued separately by the Employer.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

A payment item is/Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations

C3.6.2 STRUCTURE AND ORGANISATION OF OH&S RESPONSIBILITIES

Overall Supervision and Responsibility for OH&S

The Client is to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved OH&S Plan.

Ladders Inspector (General Safety Regulation 13A)

Lifting Equipment Inspector

C3.6.3 COMMUNICATION AND LIAISON

OH&S liaison between the Client, the Principal Contractor, the other Contractors, the Principal Agent and other concerned parties will be through the OH&S Committee as in **3.6.11**

In addition to the above, communication may be directly to the Client or his appointed Principal Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S Committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Principal Agent, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

The Principal Contractor must, in terms of Construction Regulation 5 (7), keep a health and safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The following documents must be kept in the OH&S file:

Notification of Construction Work (Construction Regulation 3).

- Copy of OH&S Act (updated) (General Administrative Regulation 4).
- Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g)).
- Copy of health and safety plan (construction regulation 5 (1)).
- OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1)).
- Designs/drawings (Construction Regulation 5 (8))

C3.6.4 OH&S FILE

The Principal Contractor must, in terms of Construction Regulation 5 (7), always keep a health and safety file on site that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The following documents must be kept in the OH&S file:

Notification of Construction Work (Construction Regulation 3).

Copy of OH&S Act (updated) (General Administrative Regulation 4).

Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g)).

Copy of health and safety plan (construction regulation 5 (1)).

OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1)).

Designs/drawings (Construction Regulation 5 (8))

A list of Contractors (Subcontractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9).

Appointment / Designation forms as per 3.1.1. and 3.1.2. above.

Registers as follows:

- Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
- OH&S Representatives Inspection Register
- Form/Support work Inspection
- Excavations Inspection
- Lifting Equipment
- Demolition Inspections
- Designer's Inspection of Structures Record
- Batch Plant Inspections
- Arc & Gas Welding & Flame Cutting Equipment Inspections
- Construction Vehicles & Mobile Plant Inspections
- Electrical Installation and Machinery Inspections
- Fire Equipment Inspection & Maintenance
- First Aid
- Hazardous Chemical Substances
- Lifting Tackle and Equipment Inspections
- Inspection of Cranes
- Inspection of Ladders
- Inspection of Vessels under Pressure
- Machinery Inspections
- Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections

C3.6.5 OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEW OF OH&S PERFORMANCE

The Principal Contractor is required to maintain a Compensation Incidence Frequency Rate (**CIFR**) and to report on this to the Client on a monthly basis.

C3.6.6 IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract.

C3.6.7 ARRANGEMENTS FOR MONITORING AND REVIEW

Monthly Audit by Client

The Client will be conducting a Monthly Audit to comply with Construction Regulation 4 (1) (d) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

Other Audits and Inspections by Client

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Principal Contractor must accompany the Client on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

Reports

The Principal Contractor is required to provide the Client with a monthly report in the format as per "SHE Risk Management Report"

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she: Dies becomes unconscious. Losses a limb or part of a limb is injured or becomes ill to such a degree that he/she is likely either to die, or to suffer a permanent physical defect, or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed where:

A major incident occurred

The health or safety of any person was endangered

Where a dangerous substance was spilled

The uncontrolled release of any substance under pressure took place

Machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects

Machinery ran out of control to the Provincial Director of the Department of Labour within seven days. (Section 24 of the Act & General Administrative Regulation 8).

The Principal Contractor is required to provide the Client with copies of all statutory reports required in terms of the Act.

The Principal Contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports including the reports contemplated in 3.6.10. below. Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each two weekly site inspection/meeting as the construction work develops and progresses and each time that changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors, and all other concerned parties with copies of any changes, alterations or amendments.

C3.6.8 SITE RULES AND OTHER RESTRICTIONS

Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

Security and Emergency Arrangements

The Principal Contractor must establish site access rules and implement and

C3.6.10 ACCIDENT AND INCIDENT INVESTIGATION

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she had to be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

The results of the investigation to be entered into the Accident/Incident Register (General Administrative Regulation 9).

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

C3.6.11 OH&S REPRESENTATIVES AND COMMITTEES

a. Designation of OH&S Representatives

Where the Principal Contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S Representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representative are executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6 & 7).

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation

b) Duties and Functions of the OH&S Representatives

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor.

OH&S representatives must be included in accident/incident investigations. OH&S representatives must attend all OH&S committee meetings.

c) Appointment of OH&S Committee

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives (this number is not to exceed the number of OH&S representatives on the committee) and a representative of the Client who shall act as the chairperson without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

- Opening and welcome

- Present/Apologies/Absent

- Minutes of previous meeting

- Matters arising from the previous minutes

- OH&S Representatives Reports

- Incident Reports & Investigations

- Incident /Injury statistics

- Other matters

- Endorsement of Registers and the statutory documents by a representative of the Principal

Contractor

- Close/Next Meeting

C3.6.12PROJECT / SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the projects and the construction sites and not limited to this list for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- Clearing & Grubbing of the Area/Site *Site Establishment
- Dealing with existing structures (NB: an existing pipeline is also a structure.) *Location of existing services
- Installation and maintenance of temporary construction electrical supply, lighting, and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/Public Liability Exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- Health risks arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions

- Dealing with HIV/Aids and other diseases

Use of Portable Electrical Equipment including but not limited to:

Angle grinder

Electrical drilling machine

Skill saw

Excavations including

- Ground/soil conditions
- Trenching
- Shoring
- Drainage of trench

Welding including

- Arc Welding
- Gas welding
- Flame cutting
- Use of LP gas torches and appliances
- Loading & offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving & operation of construction vehicles and mobile plant
- Trenching machine
- Excavator
- Bomag roller
- Plate compactor

- Front end loader
- Mobile cranes and the ancillary lifting tackle
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant
- Use and storage of flammable liquids and other hazardous substances.
- Layering and bedding of trench floor
- Installation of pipes in trench
- Pressure testing of pipeline
- Installing heat shrink joint sleeves.
- Backfilling of trench
- Protection against flooding
- Use of explosives
- Protection from overhead power lines
- As discovered by the Principal Contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- As discovered from any accident/incident investigation

C3.6.13 PROTECTION OF THE PUBLIC

The building site must be fenced with 1,8m high wire mesh including required entrance gates before commencing of the works. The site must at all times be closed for and no unauthorized persons may be allowed access to the building site

C3.6.14 BARRICADES AND LIGHTING

Refer C3.6.2 above.

C3.6.15 TRAFFIC CONTROL ON ROADS

N/A

C3.6.16 MEASURES AGAINST DISEASE AND EPIDEMICS

The Contractor must comply with all local legislation.

C3.6.17 AIDS AWARENESS

Observation of all legislation, policies and by-laws regulating the "AIDS" endemic and "HIV" prevention, treatment, and observation

Subcontracting

3.2.1 Scope of mandatory subcontract work As per the mandatory sub-contracting clause, the Contractor must not sub-contract more than 30%. The Contractor shall without delay enter into contracts with the Domestic Subcontractors as submitted on the returnable schedule and forward a copy of these agreements to the Principal Agent. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted. The Contractor to take note of item 3.2.2 below.

3.2.2 Preferred subcontractors / suppliers

3.2.3 Subcontracting procedures See items 3.2.1 and 3.2.2 as well as BID data.

3.2.4 Attendance on subcontractors Attendance to Domestic Sub-contractors as stated above should be priced under the relevant items in the Preliminaries section of the bills of quantities. Attendance to nominated sub-contractors should be priced under the relevant items in the Provisional Sums section of the bills of quantities.

4 CIDB B.U.I.L.D. Programme

The contractor must comply with the Department of Public Works and Infrastructure General Notice 1779 of 2023 as per Construction Industry Development Board (CIDB) for achieving the standards for delivery skills for infrastructure contracts 31 March 2023.

5. MANAGEMENT

5.1 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

5.2 Unauthorized persons

The Contractor shall always keep unauthorized persons from the works. Under no circumstances may any person except guards be allowed to sleep on the building site.

5.3 Management meetings

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

5.4 Forms for contract administration

The Contractor shall be required to submit an updated contractor monthly report during site meetings, which will be used by the consultant to update the client.

5.5 Payment certificates

The Contractor to ensure that the VAT invoice required with each certificate is delivered timeously. The date of the certificate will be that of the date when the certificate is received by the consultant.

ANNEXURE A

BILL OF QUANTITIES (BOQ)

(Refer to Annexure A for the detailed Bill of Quantities)

ANNEXURE B

ARCHITECT DRAWINGS

(Refer to Annexure B for the Architect Drawings)

ANNEXURE C

ELECTRICAL DRAWINGS

(Refer to Annexure C for the Electrical Drawings)

ANNEXURE D

MECHANICAL DRAWINGS

(Refer to Annexure D for the Mechanical Drawings)

ANNEXURE E

OCCUPATIONAL HEALTH AND SAFETY (OHS)

SPECIFICATIONS

(Refer to Annexure E for the detailed OHS Specifications)

LIST OF RETURNABLE DOCUMENTS

NOTE: The Below sheet is to be completed by the service provider as part of their submission for their tender proposals

The service provider must complete the below tick exercise /confirmation of submission of the requested documents and, or information which is required to ensure that their bid proposals are complete and valid.

No.	Completed and signed Documents / Information to be submitted and confirmed as part of the Bid Proposal	Are the required documents signed, initialed, submitted, and, or Information is submitted by the service provider? ** Y = Yes , N = No
1.	Invitation to Bid (WCBD 1)	
2.	Specification Document / Terms of Reference	
3.	Pricing Schedule (WCBD 3.3)	
4.	Declaration of Interest (WCBD4)	
5.	Preference Points Claim Form (WCBD 6.1)	
6.	Valid Broad-Based Black Economic Empowerment certificate / Relevant SCM sworn Affidavit	
7.	Contract Form (WCBD7.1)	
8.	Joint Building Contract Committee (JBCC)	