



LNW 01/24/25

PANEL FOR THE REPAIR, MAINTENANCE, SERVICE, REFURBISHMENT, INSTALLATION, AND PROCUREMENT OF AIR CONDITIONERS AT VARIOUS SCHEMES OF LEPELLE NORTHERN WATER ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

CALL FOR EXPRESSION OF INTEREST

CLOSING DATE: 24TH JANUARY 2025 @ 11:00 AM

Issued by:

**LEPELLE NORTHERN
WATER**

Prepared by

LEPELLE NORTHERN WATER

Physical address:

01 Landros Mare Street
Polokwane
0700

Postal address:

Private Bag X9522
Polokwane
0700

Queries relating to the issue of these documents may be addressed to **Ms. Abigail Sebaka at 015 295 1800, email: abigails@lepelle.co.za and Technical related** enquiries may be directed to **Mr Jacob Pholoto at 015 295 1800, email: jacobp@lepelle.co.za from 08h00 to 16h00.**

Requirements for sealing, addressing, delivery, opening and assessment of submissions are stated in the Submission Data.

E1.2 Submission Data

The conditions applicable to this call for expressions of interest of tender are the Standard Conditions for the calling for Expressions of Interest as contained in Annex H of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009. (See www.cidb.org.za).

The Standard Conditions for the calling for Expressions of Interest make several references to the Submission Data for details that apply specifically to this submission. The Submission Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions for the calling for Expressions of Interest.

Each item of data given below is cross-referenced to the clause in the Standard Conditions for the calling for Expressions of Interest.

Clause number	Submission Data
H.1	The Employer is Lepelle Northern Water
H.1.2	The documents associated with the calling for expressions of interest issued by the employer comprise: Part E.1: Submission procedures E.1.1 Invitation and notice for submissions of expressions of interest E.1.2 Submission data Part E.2: Returnable documents E.2.1 List of returnable documents E.2.2 Submission schedules Part E.3 Indicative scope of work E.3 Indicative scope of work
H.1.4	The employer's agent is: Name: Lepelle Northern Water Address: 01 Landros Mare Street Polokwane 0700 Tel: 015 295 1800 Fax: 015 295 1931 E-mail: information@lepelle.co.za
H.2.1	Only those respondents who satisfy the following eligibility criteria are eligible to submit expressions of interest: 1) Extensive experience in the repair, maintenance, service, refurbishment, installation, and procurement of air conditioners.

H.2.1	Only those respondents who are registered with the Construction Industry Development Board, or are capable of being so registered within 21 working days from the closing date for submission of tenders, in a contractor grading designation of 2 ME or higher, are eligible to have their submissions evaluated. Joint ventures are eligible to have their submissions evaluated provided that: 1 every member of the joint venture is registered with the CIDB not later than 21 working days from the closing date for tenders; 2 the lead partner has a contractor grading designation in the Mechanical Engineering class of construction work; and 3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading designation.
H.2.1	The following respondents who are registered with the CIDB, or are capable of being so registered not later than 21 working days from the closing date for the submission of tenders, are eligible to have their submissions evaluated: a) those respondents who are registered with the Construction Industry Development Board, or are capable of being so registered within 21 working days from the closing date for submission of tenders, in a contractor grading designation of 2 ME or higher; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria: 1) the employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the <i>CIDB Specification for Social and Economic Deliverables in Construction Works Contracts</i>; and 2) the employer agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract. Joint ventures are eligible to have their submissions evaluated provided that: 1 every member of the joint venture is registered with the CIDB not later than 21 working days from the closing date for tenders; 2 the lead partner has a contractor grading designation in the Mechanical Engineering class of construction work; and 3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading designation..
H.2.5	There are no compulsory clarification meetings.
H.2.5	The arrangements for a compulsory clarification meeting are as stated in the Notice and Invitation to Submit an Expression of Interest. Respondents must sign the attendance list in the name of the responding entity. Addenda will be issued to and submissions will be received only from those responding entities appearing on the attendance list.

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H.2.7	The employer's address for delivery of submissions and identification details to be shown on each submission package are: Location of tender box: Lepelle Northern Water Head Office in Polokwane Physical address: No. 1 Landros Mare Street Identification details: Blue tender box next to reception area
H.2.9	The closing time for submissions is as stated in the Notice and Invitation to Submit an Expression of Interest.
H.2.9	Telephonic, telegraphic, telex, facsimile or e-mailed submissions offers will not be accepted.
H.3.3	Late submissions will be disqualified
H.3.9	The procedure for evaluation of responsive submissions is: Stage 1: Administrative Compliance Stage 2: Functionality Stage3: The preferential point system (The preferential points to be used shall be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2017) plus points claimed in terms of B-BBEE (80 points allocated for price and 20 points allocated for BEE status)
H.3.9	All respondents who submit responsive submissions and: 1) a) submit an original valid Tax Clearance Certificate issued by the South African Revenue Services or have made arrangements to meet outstanding tax obligations. b) are registered with the Construction Industry Development Board in an appropriate contractor grading designation. c) do not have any of their directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. d) have not abused the Employer's Supply Chain Management System or have failed to perform on any previous contract and have been given a written notice to this effect. e) have completed the Compulsory Enterprise Questionnaire and who are considered by the Employer not to have any conflicts of interest which may impact on their ability to perform the proposed contract in the best interests of the Employer or potentially compromise the tender process and are free of persons in the state who are not permitted to submit tenders or to participate in the contract; and f) are registered and in good standing with the compensation fund or with a licensed compensation insurer; and 2) in the opinion of the Employer can as necessary demonstrate that they possess the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel to perform the contract; will be invited to submit tender offers.

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H.3.9

All respondents who submit responsive submissions and:

- a) submit an original valid Tax Clearance Certificate issued by the South African Revenue Services or have made arrangements to meet outstanding tax obligations;
- b) are registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) do not have any of their directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) have not abused the Employer's Supply Chain Management System or have failed to perform on any previous contract and have been given a written notice to this effect;
- e) have completed the Compulsory Enterprise Questionnaire and who are considered by the Employer not to have any conflicts of interest which may impact on their ability to perform the proposed contract in the best interests of the Employer or potentially compromise the tender process and are free of persons in the state who are not permitted to submit tenders or to participate in the contract; and
- f) are registered and in good standing with the compensation fund or with a licensed compensation insurer;

will have their submissions scored

- 2) The evaluation criteria that are to be scored and the maximum score assigned to each of such criteria are as follows:

Evaluation criteria that are scored	Sub criteria	Maximum number of points
Maximum possible score (E_s)		

- 3) The evaluation criteria shall be scored independently by not less than three evaluators in accordance with the following schedules:

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

The highest ranked responsive respondents, or all responsive respondents should there be less than this number, will be invited to submit tender offers provided that they score above points

Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively.

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	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: <table border="1" data-bbox="316 427 1418 909"> <thead> <tr> <th>Score</th><th>Prompt for judgement</th></tr> </thead> <tbody> <tr> <td>0</td><td>Failed to address the question / issue</td></tr> <tr> <td>20</td><td>A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available</td></tr> <tr> <td>40</td><td>Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.</td></tr> <tr> <td>60</td><td>Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought</td></tr> <tr> <td>80</td><td>Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.</td></tr> <tr> <td>100</td><td>Excellent – response / answer / solution gives real confidence that the tenderer will add real value.</td></tr> </tbody> </table> The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.	Score	Prompt for judgement	0	Failed to address the question / issue	20	A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available	40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.	60	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought	80	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.	100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.
Score	Prompt for judgement														
0	Failed to address the question / issue														
20	A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available														
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60	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought														
80	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.														
100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.														
	The additional conditions of submission are: 1 2 3														

E.2.1 List of returnable documents

ADMINISTRATIVE COMPLIANCE

- i) All bid documents must be completed in full and in BLACK ink where applicable; (No tampering of bid documents with either correction fluid, sticky papers, or any other thing which can indicate that the bid document has been tampered with).
- ii) Complete SBD 1, 3.1, 4, and 6.1 forms.
- iii) Municipal current rates account/lease agreement/tribal authority letter not more than three months old should be submitted.
- iv) Letter of Good standing, COIDA relevant to Construction Works.
- v) Any arithmetic errors, omissions and discrepancies such as BOQ rates and amount figures not tallying to the bottom total or BOQ is left incomplete or omitted in printing and/or submission will be dealt with inline with clause C.3.9 of the CIDB Standard Conditions of Tender contained in annex C of the CIDB Standard for Uniformity.
- vi) Company registration documents
- vii) Certified valid ID copies of the company shareholders not more than six (6) months.

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NOTE:

- a) All the above administrative compliance documents will be requested from the preferred bidder if not submitted with the tender document and failure to submit within 48 hours will lead to disqualification.
- b) The JV agreement for JV partners to be submitted indicating a percentage split up to 100% for partners to render the agreement valid (Point will be allocated as per pro rata(proportional) JV percentage split). This is only applicable to company experience under functionality.
- c) The JV partners must submit both mandatory documents for each Company.
- d) The preferred JV bidder will be required to submit a JV bank account, CSD joint number, and VAT number.
- e) The bidders must comply with all terms and conditions including requirements as stipulated in the Tender Documents to be evaluated further.
- f) LNW is not compelled to accept the lowest or any bid.
- g) LNW reserves the right to reduce the scope of works due to budget constraints or for operational reasons or as they deem fit.
- h) CV's to be submitted in the table that is provided in the tender document.
- i) It will remain the service provider's responsibility to make sure that LNW infrastructure is safe during the time that they are kept at their workshop.
- j) Bidders are to inform LNW 30 days before the relocation of their workshop.
- k) Documents submitted will be subjected to verification of confirmation and state security vetting.

CONTRACT CONDITIONS

- The approved bidder shall under no circumstances interrupt the operations of the plant because of his/her activities in, or around the Scheme.
- Full adherence to the Occupational and Health and Safety Act, Act 85 of 1993 and other applicable Acts will be applicable during the contract; and General Conditions of Contract 2015.
- Before and after pictures of components must be submitted along with a detailed report indicating findings and recommendations.
- Twelve (12) months guarantee is required for all the repaired, refurbished, and installed air conditioners.
- Six (6) months guarantee is required for all the serviced, repaired, refurbished and procured air conditioners.
- Turnaround time for the completion of the work is to be aligned to the purchase order. Any challenges are to be communicated timeously in writing to LNW.
- Service providers will be expected to report to the scheme within four (4) hours of call-outs.
- The RFQ will be issued as per locality where services are required for all service providers meeting the CIDB grading. CIDB grading requirements will be informed by End-users cost estimates.
- Service providers to bring along their tools during the callouts.

PANEL UTILISATION

The panel of service providers will be utilised on an as-and-when-required basis.

The process can be as follows: -

- a. The panel shall be listed based on the highest point scorer and used on rotational bases in terms of ranking and per order.
- b. The User Departments shall ensure that a budget is available for the requisition/specification submitted for RFQ.
- c. RFQ's will be sent to service providers based on their location in relation to the scheme where the services are required. If there is no service provider available from the nearest scheme, the next closest service provider will be utilised.
- d. The nearest service provider will be identified by the proof of residence provided on the tender document.

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- e. SCM unit will then send a request to Service Providers listed in the panel as per CIDB range, expertise, and/or categorized type of services requesting them to submit a quotation/ proposal on a rotation basis per ranking per CIDB level.
- f. There will also be thresholds for each category per appointment over the duration of the contract as listed in Table A below. The criteria for the allocation of work to service providers will be based on the values of appointment in line with the CIDB grading.
- g. The service provider will be expected to attend to the call out within 4 hours to strip, assess, and provide quotation within 24 hours.
- h. The end user assesses the quotation and accepts or declines.
- i. If the End user declines the quote, the next Service provider on the panel will be given an opportunity to submit the quote. (Pending the outcome of the negotiations).
- j. Depending on the value of the project, LNW delegation of authority shall apply for approval purposes.
- k. The panel will be utilized for any value of the project for a period of three (03) years and linked to a specific project duration.
- l. Any order issued to the panellists will remain valid even after the expiry date of the panel contract until completion of that specific work.
- m. Suppliers will be listed in the panel according to their CIDB Grading and suppliers with higher grading will be listed for more than one grading range.

13. Table A: CIDB limits

Category Type	CIDB Grading Level	Maximum Value
Category 1	Level 2 & 2 ME	R 1 000 000
Category 2	Level 3 & 3 ME	R 3 000 000
Category 3	Level 4 and above	R 6 000 000

E3: Indicative scope of work

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works.....

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

BILL OF QUANTITIES (The quantities given are only to provide a method to evaluate the bids and are not a reflection of the actual expected quantities as the tender is a **RATE ONLY TENDER** and bidder will be appointed on rates)

THE OFFERED TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX IS

R _____ (in figures)

(in words)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED

at

on

this

day of

Tender No. LNW 01/24/25

Part C1: Agreement and Contract Data

WITNESSES:
(Full name in BLOCK letters
and signature)

1. _____

2. _____

Tender No. LNW 01/24/25Part C1: Agreement and Contract Data

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the, conditions of contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME: LEPELLE NORTHERN WATER
(in BLOCK letters)

CAPACITY:
(of authorized agent)

SIGNATURE:
(of authorized agent)

SIGNED _____ on _____ day of _____
at _____ this _____

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Part C1: Agreement and Contract Data

WITNESSES:
(Full name in BLOCK letters
and signature)

1. _____
2. _____

SCHEDULE OF DEVIATIONS

Notes:

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

4.1 Subject: _____

Details: _____

4.2 Subject: _____

Details: _____

4.3 Subject: _____

Details: _____

4.4 Subject: _____

Details: _____

4.5 Subject: _____

Details: _____

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By the duly authorised representatives signing this agreement, the employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR AND ON BEHALF OF THE TENDERER:

NAME:

 (in BLOCK letters)

CAPACITY:

 (of authorized agent)

SIGNATURE:

 (of authorized agent)

SIGNED

 at

on

 this

 day of

WITNESSES:

 (Full name in BLOCK letters
and signature)

 1.

 2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

 (in BLOCK letters)

CAPACITY:

 (of authorized agent)

SIGNATURE:

 (of authorized agent)

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SIGNED _____ on _____ day of _____
at _____ this _____

WITNESSES:
(Full name in BLOCK letters
and signature)

1. _____

2. _____

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CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today the _____ (day) of _____ (month) _____ (year) at _____ (place).

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters) _____

CAPACITY:

(of authorized agent) _____

SIGNATURE:

(of authorized agent) _____

SIGNED

at _____

on

this _____

day of _____

WITNESSES:

(Full name in BLOCK letters
and signature)

1. _____

2. _____

C1.2 CONTRACT DATA

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C.1.2.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be **General Conditions of Contract for Construction Works, Third Edition (2015)**, as well as the Data provided by Employer.

Tenderers, contractors and subcontractors shall obtain their own copies of the document **General Conditions of Contract for Construction Works, Third Edition (2015)** for tendering purposes and for use for the duration of the contract and shall bear all expenses in this regard:

Engineering Contracting Strategies (ECS)
Telephone:
E-Mail:
Web:

OR

Consulting Engineers South Africa (CESA)
Telephone: 011 463 2022
E-Mail: general@cesa.co.za
Web: www.cesa.co.za

OR

South African Institution of Civil Engineering (SAICE)
Telephone: 011 80505947 / 48 / 53
E-Mail: civilinfo@saice.org.za
Web: www.saice.org.za

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

The following variations and additions to the **General Conditions of Contract for Construction Works, Third Edition (2015)**, shall apply to this contract:

CLAUSE / SUB-CLAUSE	DESCRIPTION	VARIATION / ADDITION
1.1.1	Definitions	1.1.1.3 Certificate of Completion 
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Part C1: Agreement and Contract Data		Add the following to the clause:
		<i>Unless specified otherwise in the Contract Data, separate Certificates of Completion will not be issued for portions or phases of the Works.</i> 1.1.1.24 Practical Completion Add the following to the clause: <i>This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</i> Add the following new clause: 1.1.1.35 Construction Work Permit <i>Construction Work Permit” means a statutory permit as defined in the Construction Regulations 2014.</i>
1.2.1	Delivery notices of	Add the following to the clause: 1.2.1.3 <i>Sent by facsimile, electronic or any like communication irrespective of time of transmission;</i> 1.2.1.4 <i>posted to the Contractor’s address, and delivered by the postal authorities; or</i> 1.2.1.5 <i>delivered by a courier service or messenger, and signed for by the recipient or his representative.</i>
1.2.3	Authority of representatives	Add the following to the clause: 1.2.3.1 <i>The Employer has authorised the Divisional Head: to act on his behalf in respect of this Contract, save for such duties or functions:</i> 1.2.3.1.1 <i>which other holders of office ex officio execute on behalf of the Employer; or</i> 1.2.3.1.2 <i>for which the Divisional Head: has no authority and the Employer’s approval is required before execution thereof.</i>
2.4.1	Ambiguity or Discrepancy	Delete the contents of the clause and insert the following: <i>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence, listed from highest to lowest priority:</i> a) <i>Form of Offer and Acceptance</i> b) <i>Contract Data</i> c) <i>General Conditions of Contract</i> d) <i>Drawings</i> e) <i>Scope of Work</i> f) <i>Standard Specifications</i> g) <i>Bill of Quantities</i>

	and instructions	All instructions shall be in writing
5.12	Extension of time for Practical Completion	 Add the following new sub-clause 5.12.5 Critical path provision <i>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</i>
Tender No. NW 01/24/25		
Part C1: Agreement and Contract Data		
		Add the following new sub-clause 5.12.6 Extension of time due to abnormal rainfall <i>Extension of time due to abnormal rainfall shall be determined by means of Method 1, if rainfall records and/or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply.</i> <u>Method 1: Rainfall formula method</u> <i>The rainfall records and/or values derived from rainfall records from a suitable rainfall station near the Site, which are supplied in the Project Specifications, shall be considered suitable for the determination of extension of time due to abnormal rainfall in accordance with this method.</i> <i>Extension of time arising from abnormal rainfall, shall be calculated separately for each calendar month or part thereof for the full period of completion of the Contract, including any extension thereof, in accordance with the rainfall formula given below:</i> $V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$ <i>If V is negative and its absolute value exceeds N_n, then V shall be equal to minus N_n.</i> <i>If V is positive and greater than the number of calendar days in the calendar month under consideration, V shall be taken as equal to the number of calendar days in the relevant calendar month.</i> <i>The symbols shall have the following meaning:</i> <i>V = Extension of time in calendar days in respect of the calendar month under consideration</i> <i>N_w = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.</i> <i>R_w = Actual rainfall in mm for the calendar month under consideration.</i>

		g. Off-site storage h. Temporary repairs; i. Contribution clause – marine; j. Escalation during Contract Period; k. Post loss escalation; l. Automatic reinstatement; 
Tender No. LNW 01/24/25		
Part C1: Agreement and Contract Data		m. Principals maintenance; n. Property taken over;
		o. Beneficial occupation; p. Escalation due to currency fluctuation; q. Manufacturers guarantees 8.6.1.2 The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of: a. Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor); b. Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million (excluding VAT). 8.6.2 Insurance premium payable The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved Capital Budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management. 8.6.3 Additional insurance by the Employer The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 8.6.1.1 of this Clause. 8.6.4 Additional insurance by the Contractor / Subcontractor The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Subcontractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer's insurer. The cost of the additional insurance will be for the account of the Contractor/Subcontractor. 8.6.5 Contractor satisfied with insurance The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer.

		8.6.13 Authorization of claim forms <i>It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Divisional Head must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.</i> 8.6.14 Contractor to pay deductibles <i>Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy.</i> 8.6.15 Settlement of claims <i>All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer's insurer who will take the necessary actions for the settlement of any such claims.</i> <i>The Contractor <u>shall negotiate</u> for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management. The Employer's Chief Financial Officer will authorize all settlements of claims.</i> <i>Should action for the settlement of any such claim to the satisfaction of the Employer's Agent not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the Contractor/sub-contractor.</i> <i>The foregoing provisions of this Sub-Clause shall apply <u>mutatis mutandis</u> to any such claim received by the Contractor directly.</i>
--	--	---

C1.2.3 DATA PROVIDED BY THE EMPLOYER

CLAUSE/OPTION		DATA															
1.1.1.1 3	The Defects Liability period is:	12 (twelve) months from the date of the Certificate of Completion.															
1.1.1.1 4	The time for achieving Practical Completion is:	Will be specified with each work order.															
1.1.1.1 5	The name of the Employer is:																
1.1.1.2 6	The Pricing Strategy is:	Re-measurement Contract															
1.2.1.2	The address of the Employer is:	Physical Address:															
		Postal Address:															
1.1.1.1 6	The name of the Employer's Agent is:																
1.2.1.2	The address of the Employer's Agent is:	Physical Address:															
		Postal Address:															
		E-Mail Address:															
3.1.3		• The Employer's Agent is required to obtain approval of the Employer: ▪ for expenditure on the Contract to exceed the Contract Price; ▪ prior to the execution of any of the following duties of functions: <table><tr><th>CLAUSE</th><th>DUTY/FUNCTION</th></tr><tr><td>3.2.1</td><td>Nomination of person as Employer's Agent's Representative</td></tr><tr><td>3.3.4</td><td>Authorization to Employer's Agent's Representative or any other person</td></tr><tr><td>4.10.1</td><td>Approval to use the Site for any other purpose such as housing</td></tr><tr><td>5.3.1</td><td>Delivery of the written notice to commence the execution of the works</td></tr><tr><td>5.6.3</td><td>Approval of programme of construction</td></tr><tr><td>5.7.2</td><td>Permission to carry out work by day and by night</td></tr></table>		CLAUSE	DUTY/FUNCTION	3.2.1	Nomination of person as Employer's Agent's Representative	3.3.4	Authorization to Employer's Agent's Representative or any other person	4.10.1	Approval to use the Site for any other purpose such as housing	5.3.1	Delivery of the written notice to commence the execution of the works	5.6.3	Approval of programme of construction	5.7.2	Permission to carry out work by day and by night
CLAUSE	DUTY/FUNCTION																
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5.6.3	Approval of programme of construction																
5.7.2	Permission to carry out work by day and by night																

Part C1: Agreement and Contract Data

CLAUSE/OPTION		DATA	
		5.8.1.1	Approval to work on special non-working days and between sunset and sunrise
		5.9.7	Approval of Contractor's designs
		5.11	Suspension of progress of the Works
		5.13.2	Reduction of penalty for delay
		5.14.2	The issue of a Certificate of Practical Completion
		5.14.4	The issue of a Certificate of Completion
		5.16.1	The issue of a Final Approval Certificate
		6.3.1	Variation Orders in respect of variations which are not small
		6.6	Instruction to expend on Provisional and Prime Cost Sums
		6.11	Adjustment of Preliminary and General allowances
		7.8.1	Order to execute work of repair, etc. during the Defects Liability Period
		7.8.2	Determination of value of repair work
		8.2.2.2	Order to repair and make good damage arising from any excepted risk
5.3.1	The documentation required before commencement with Works execution are:	• Health and Safety Plan (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Proof that all contributions required in terms of the provisions of the Workman's Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid (Refer to Clause 4.3.2) • A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2)	
5.3.2	The time to submit the documentation required from the Commencement Date is:		
5.8.1	The non-working days are:	Sundays	
	The special non-working days are:	• Annual builders holiday • Statutory public holidays	
5.13.1	The penalty for delay	NA	
5.14.1	Requirements for achieving Practical Completion	All work for each work package must be completed before practical completion can be issued. This will include all site cleaning.	

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Part C1: Agreement and Contract Data

CLAUSE/OPTION		DATA																		
5.16.3	The latent defect period is:	12 (twelve) Months																		
5.17.1	The Penalty for non-compliance for Faulty Workmanship or Materials	NA																		
5.17.2	The Penalty for non-compliance for Road Markings	N/A																		
5.17.3	The Penalty for non-compliance for Traffic Accommodation measures	N/A																		
6.1.3	Labour returns:	N/A																		
6.2.1	Type of security for due performance:	- Fixed Performance Guarantee from approved financial institution or Cash Deposit. - The forms for the Guarantees is to contain the wording of the pro forma document included as C1.3 or C1.4 contained herein.																		
	Liability of performance guarantee/cash deposit	N/A																		
6.2.2	Retention money guarantee	Not permitted																		
6.8.2	Adjustment in rates and/or prices	- The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: <table border="1"> <thead> <tr> <th>Coefficient</th><th>Description</th><th>Value</th></tr> </thead> <tbody> <tr> <td><i>x</i></td><td>Portion not subject to adjustment</td><td>0.10</td></tr> <tr> <td><i>a</i></td><td>Labour</td><td>0.21</td></tr> <tr> <td><i>b</i></td><td>Civil Engineering Plant</td><td>0.27</td></tr> <tr> <td><i>c</i></td><td>Civil Engineering Materials</td><td>0.42</td></tr> <tr> <td><i>d</i></td><td>Fuel</td><td>0.10</td></tr> </tbody> </table> (Coefficients a, b, c and d must sum to one) - The area nearest the Site is - The base month is <u>the month and year prior to the closing of the tender.</u>	Coefficient	Description	Value	<i>x</i>	Portion not subject to adjustment	0.10	<i>a</i>	Labour	0.21	<i>b</i>	Civil Engineering Plant	0.27	<i>c</i>	Civil Engineering Materials	0.42	<i>d</i>	Fuel	0.10
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<i>b</i>	Civil Engineering Plant	0.27																		
<i>c</i>	Civil Engineering Materials	0.42																		
<i>d</i>	Fuel	0.10																		
6.8.3	Price adjustment for variations in the cost of special materials	N/A																		
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works	N/A																		

Tender No. LNW 01/24/25

Part C1: Agreement and Contract Data

CLAUSE/OPTION		DATA
	is:	
6.10.3	Percentage retention is:	N/A
	The limit of retention money is:	None
8.6	Insurance of the Works and Public Liability Insurance	The Employer shall arrange this insurance. A copy of the policy and the list of excesses may be obtained from:
	The value of plant and materials supplied by the Employer to be included in the insurance sum is:	R 0 (zero)
	Responsibility for payment of deductibles in respect of Insurance of Works as well as Public Liability Insurance:	Deductibles are the responsibility of the Contractor
	Construction Plant:	Contractor to insure. Policy to be approved by Employer
10.5	Determination of disputes	Ad-hoc Adjudication Board
10.5.3	Number of Adjudication Board members to be appointed:	One
10.6	Disagreement with Adjudication Board's decision, refer matters to:	Court proceedings

C1.2.4 DATA PROVIDED BY THE CONTRACTOR

CLAUSE/OPTION		DATA		
1.1.1.9	The name of the Contractor is:			
1.2.1.2	The address of the Contract is:	• Physical Address:		
		• Postal Address:		
		• Fax to E-Mail:		
		• E-Mail Address:		
6.2.1	The security to be provided by the Contractor shall be one of the following:	Type of Security	Contractor's choice (Indicate "Yes" or "No")	
6.5.1.2.3	The percentage allowance to cover profits and overhead charges for dayworks is:	_____ %. (Maximum of 15% will be allowed) <i>(In the case of the Contractor not providing a percentage the percentage as per the General Conditions of Contract will prevail)</i>		
6.8.3	Price adjustments for variations in the cost of special materials	The variation in cost of special materials is:		
		Type of material	Unit	Base Rate or Price

C1.3 PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means: ***State Guarantor legal name***

Physical address: ***State physical address***

Employer means:

Contractor means: ***State Contractor's legal name***

Employers Agent means: ***State name of Employer's Agent***

Works mean: ***State tender reference and description***

Site means: ***State site and boundaries***

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

Contract Sum means The accepted amount inclusive of tax of ***R ###.##***

Amount in words: ***State amount in words***

Guaranteed Sum means: The maximum aggregate amount of ***R ###.##***

Amount in words: ***State amount in words***

Type of Performance **Fixed**

Guarantee:

Expiry Date means: ***Date*** or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the *Expiry Date* as indicated here

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

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

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

R ###.##

(Amount in words: _____)

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

R ###.##

(Amount in words: _____)

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

2. FIXED PERFORMANCE GUARANTEE

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

2.2 The *Guarantor's* period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the *Expiry Date*, or the date of issue by the *Employer's Agent* of the Certificate of Completion of the *Works*, or the date of payment in full of the *Guaranteed Sum*, whichever occurs first.

2.3 The *Employer's Agent* and/or the *Employer* shall advise the *Guarantor* in writing of the date on which the Certificate of Completion of the *Works* has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The *Guarantor* hereby acknowledges that:

- 3.1.1 Any reference in this Performance Guarantee to the *Contract* is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 3.1.2 Its obligation under this Performance Guarantee is restricted to payment of the money.
- 3.2 Subject to the *Guarantor's* maximum liability referred to in 1.1 or 2.1, the *Guarantor* hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the *Employer* to the *Contractor* stating that payment of a sum certified by the *Employer's Agent* in an Interim or Final Payment Certificate has not been made in terms of the *Contract* and failing such payment within in seven (7) calendar days, the Employer intends to call upon the *Guarantor* to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the *Employer* to the *Guarantor* at the *Guarantor's* physical address with a copy to the *Contractor* stating that a period of seven (7) days has elapsed since the first written demand in terms 3.2.1 and the sum certified has not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitle the *Employer* to receive payment in terms of the *Contract* of the sum certified in 3.2.
- 3.3 Subject to the *Guarantor's* maximum liability referred to in 1.1 or 2.1, the *Guarantor* undertakes to pay to the *Employer* the *Guaranteed Sum* or the full outstanding balance upon receipt of a first written demand from the *Employer* to the *Guarantor* at the *Guarantor's* physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 the *Contract* has been terminated due to the *Contractor's* default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the *Contractor* and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provision/final sequestration and/or the provisional liquidation court order.

- 3.4 It is recorded that the aggregate amount of payments required to be made by the *Guarantor* in terms of 3.2 and 3.3 shall not exceed the *Guarantor's* maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the *Guarantor* has made payment in terms of 3.3, the *Employer* shall upon the date of issue of the Final Payment Certificate submit an expense account to the *Guarantor* showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the *Guarantor* any resulting surplus. All monies refunded to the *Guarantor* in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the *Employer's* bank compounded monthly and calculated from the date payment was made by the *Guarantor* to the *Employer* until the date of refund.
- 3.6 Payment by the *Guarantor* in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the *Guarantor*.
- 3.7 Payment by the *Guarantor* in terms of 3.3 will only be made against the return of the original Performance Guarantee by the *Employer*.
- 3.8 The *Employer* shall have the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* may deem fit and the *Guarantor* shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the *Guarantor*.
- 3.9 The *Guarantor* chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the *Guarantor*. The original of this Guarantee shall be returned to the *Guarantor* after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the *Guarantor* hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Contract:

Part C1: Agreement and Contract Data

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE

List of institutions from which contract /deposit guarantees can be accepted. Other accredited institutions might be considered, subject to the approval of the (name of department)

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
14. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life
22. Metropolitan Odyssey Ltd
23. MUA Insurance
24. Mutual & Federal Insurance Company
25. Rand Mutual Assurance Company
26. Regent Insurance Company
27. SA Eagle Insurance Company
28. Lombard Insurance.

C1.4 CASH DEPOSIT GUARANTEE

Contract:

Description of
Contract:

Employer:

Contractor:

I/We, the undersigned, deposit herewith ¹cash / a bank certified cheque, in the amount of

as surety for the due performance of the Contract by the abovementioned Contractor, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor.

The amount thus deposited shall at the sole discretion of the above Employer be utilised and appropriated in the manner it deems fit which shall include but not be limited to the set off of claims upon occurrence of any one or more of the following events:

- (a) the Contractor being placed under provisional liquidation or committing any one or more of the acts of insolvency as provided for in the Insolvency Act, 1936 (Act 24 of 1936);
- (b) failure to comply with the conditions of the contract by the contractor; or
- (c) if the contract is terminated.

A letter received from the Employer stating that any one or more of the aforementioned has occurred shall be sufficient notice to effect appropriation of such deposit. A certificate under the hand of the Employer's Agent as defined under the contract described above reflecting the amount of damages shall for all purposes be deemed to be sufficient to proof to do a set off of claims

The deposit shall, subject to the above, be returned to the Contractor on the issue of the Completion Certificate in terms of the Contract, unless the Employer has utilised and / or appropriated the monies as provided for above.

¹ Delete which is not applicable

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED

at

on
this

day of

WITNESSES:

(Full name in BLOCK letters
and signature)

1.

2.

C1.5 HEALTH AND SAFETY AGREEMENT

Article of Agreement in terms of Section 37(2) of the Occupational Safety Act, 1993 between

(....)
(Hereinafter referred to as the "EMPLOYER")

AND

Herein represented by _____ in his/her capacity as _____ duly
authorised by virtue of a resolution dated _____, attached hereto Annexure A,
of the said _____ (herein after
referred to as the "CONTRACTOR")

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of

(LNW 01/24/25 Panel of Maintenance of Air conditioners)

AND WHEREAS section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993), hereinafter referred to as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and

2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED

at

on

this

day of

WITNESSES:

(Full name in BLOCK letters
and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED

at

on

this

day of

WITNESSES:

(Full name in BLOCK letters
and signature)

1.

Contract:

Part C1: Agreement and Contract Data

2.

C1.6 APPLICATION FOR A PERMIT TO DEPARTMENT OF LABOUR TO DO CONSTRUCTION WORK

Annexure 1

Occupational Health and Safety Act, 1993 (Regulation 3(2) of the Construction Regulations, 2014)

APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

This application must be submitted with the following documents:

- a) Health and Safety specification
- b) Health and Safety plan
- c) Baseline risk assessment.

1. Name, postal address and telephone numbers of the client

2. Details of the agent

(a) Title, Surname and initials:

(b) Identity number / Passport number:

(c) Registration number with SACPCMP:

(d) Office Tel. Number and/or Mobile number:

(e) Postal address:

3. Name, postal address and telephone numbers of the principal contractor

4. Name, postal address and telephone numbers of the designer of the project

5. Name, Postal address and telephone numbers of the following persons

(a) Construction Manager:

Construction Health and Safety
(b) Officer

Construction Health and Safety
(c) Officer

6. Exact physical address of the construction and site office

7. Nature of construction work

8. Expected commencement date

9. Expected completion date

10. Estimated maximum number of persons on the construction site:

11. Planned number of contractors on the construction site accountable to the principal contractor:

12 Names(s) of contractors appointed

18. Signature of Client / Client's Agent

19. Signature of the Principal Contractor

FOR OFFICE USE ONLY

Authorization / Unique No.	LABOUR CENTRE	OFFICE APPROVAL STAMP
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13. Date of application: _____

14. Submitted documents prescribed in Construction Regulation 5(4). (Please tick ✓)

CR 5(1)(a)		CR 5(1)(b)		CR 5(1); (C-S)	
------------	--	------------	--	----------------	--

15. Result of the application. (Please tick ✓)

Approved		Declined	
-----------------	--	-----------------	--

16. Reason for declining the application

17. Signature of the Supervisor: _____

18. Signature of revoking officer / inspector: _____

C1.7 ADJUDICATOR'S AGREEMENT

This agreement is made on the _____ day of _____
between:

(name of
company / organisation)

of

(address) and

(name of
company / organisation)

of

(address) (the Parties) and

(name
of Adjudicator)

of

(address) (the Adjudicator).

Disputes or differences may arise/have arisen² between the Parties under a Contract dated
_____ and known as _____

and these disputes or differences shall be/have been³ referred to adjudication in accordance
with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator
may be or has been requested to act.

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

² Delete as necessary

³ Delete as necessary

- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED

by:

Name: _____

who warrants that he / she
is duly authorised to sign
for and on behalf of the first
Party in the presence of

SIGNED by:

Name: _____

who warrants that he / she
is duly authorised to sign
for and on behalf of the
second Party in the
presence of

SIGNED by:

Name: _____

the Adjudicator in the
presence of

Witness

Name: _____

Address: _____

Witness:

Name _____

Address: _____

Witness:

Name: _____

Address: _____

Date: _____

Date: _____

Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R _____ in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R _____. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.

4	The Adjudicator is/is not ⁴ currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

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⁴ Delete as necessary

C2.1 PRICING INSTRUCTIONS

1. General

- 1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule **shall to be completed by hand in black ink** and the tenderer is referred to the Tender Specifications in regard to the correction of errors.
- 1.2 The Price Schedule shall be read with all the documents which form part of this Contract.
- 1.3 The following words shall have the meanings hereby assigned to them:
- Unit: The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.
- Quantity: The number of units of work for each item.
- Rate: The payment per unit of work at which the tenderer tenders to do the work.
- Amount: The product of the quantity and the rate tendered for an item.
- Lump sum: An amount tendered for an item, the extent of which is described in the Price Schedule, the Specifications and the Project Specifications, but the quantity of work of which is not measured in any units.
- 1.4 Reference shall be made to the General and Special Conditions of Contract regarding Provisional and Prime Costs Sums.
- 1.5 Work reserved for Labour Intensive construction methods will be numbered with a prefix "LI" in the Price Schedule to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the project specification.

2. Pay Items

- 2.1 Descriptions in the Price Schedule are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Price Schedule, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.
- 2.2 The item numbers appearing in the Price Schedule refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the latter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specifications.
- 2.3 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 2.4 The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

2.5 The units of measurement described in the Price Schedule are metric units. Abbreviations used in the Price Schedule are as follows:

mm	= millimetre	h	= per hour
m	= metre	kg	= kilogram
km	= kilometre	t	= ton (metric = 1000kg)
m ²	= square metre	no	= number
m ² .pass	= square metre pass	sum	= sum
ha	= hectare	MN	= mega newton
m ³	= cubic meter	MN.m	= mega newton metre
m ³ .km	= cubic meter kilometre	PC sum	= prime cost sum
ℓ	= litre	prov sum	= provisional sum
kℓ	= kilolitre	%	= percent
MPa	= mega pascal	kW	= kilowatt
V	= volt	KVA	= kilo volt ampere
A	= ampere	R/only	= rate only
month	= per month	pe	= per establishment
day	= per day	pm	= per person per month
pd	= per person per day	p	= per person
ph	= per person per hour	pwo	= per work order

3. Rates

3.1 The prices and rates to be inserted in the Price Schedule are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

3.2 **A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not.**

An item against which no price is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Price Schedule and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

3.3 The Tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.

- 3.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- 3.5 The tenderer shall not group together a number of items and tender one rate for such group of items.
- 3.6 All rates and sums of money quoted in the Price Schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 3.7 All prices and rates entered in the Price Schedule must be **excluding VAT**. VAT will be added last on the summary page of the Price Schedule.
- 3.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.

PRICE SCHEDULE – To be completed in full by the tenderer

	ACTIVITIES	Units	Year 1 Rates	Year 2 Rates	Year 3 Rates
A	Traveling cost per kilometer using LDV (R/km)	km	R	R	R
B	Traveling cost per kilometer using 5Ton truck (R/km)	km	R	R	R
Performing work during normal working hours (R/h)					
C	Artisan/Technician	hr.	R	R	R
D	Assistant Artisan/Technician	hr.	R	R	R
Performing work after normal working hours (R/hr)					
E	Artisan/Technician	hr.	R	R	R
F	Assistant Artisan/Technician	hr.	R	R	R
Performing work on Sundays and Public holidays (R/hr.)					
G	Artisan/Technician	hr.	R	R	R
H	Assistant Artisan/Technician	hr.	R	R	R
I	Mark up % to be added in all material provided <i>(Applicable to all values of materials to be purchased)</i> <i>Mark-up % must be within 0 – 25% as per National Treasury guidelines</i>	%	%	%	%
J	Total rates		R	R	R
K	Grand Total Rates		R		

NOTE:

- Supplier invoice to be submitted with invoices of material procured indicating the mark-up.

- Materials to be procured only from credible Suppliers i.e. manufacturers, whole sellers etc. This excludes other Service Providers deemed as competitors.
- No invoice shall be processed if supporting documents are not attached.
- Estimated Rates will be combined to get a total cost for evaluation purposes only. Rates supplied will be fixed and applied during the implementation of the project until completion.
- LNW reserves the right to allocate other areas as the organization footprint grows.

4. Corrections of entries made by tenderer

Any entry made by the Tenderer in the Price Schedule, forms, etc., which the tenderer desires to change, **shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be hand written above in black ink and the full signature of the Tenderer shall be placed next to the correction.**

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C3.1.1 Employers objectives

The objective of the project is to appoint a panel of service providers for the repair, maintenance, service, refurbishment, installation, and procurement of air conditioners at various schemes of Lepelle Northern Water on an “as and when” required basis for a period of three (3) years

C3.1.2 Overview of the works**C3.1.3 Extent of the works****C3.1.3.1 Preliminary and general site establishment**

The bidder shall remain responsible for performing the necessary risk assessments in terms of the environmental impact (NEMA Act) and Occupational Health and Safety aspects, according to the OHS Act, 1993 (Act 85 of 93).

All Project related machinery and equipment to be used during the project will be supplied by the successful bidder.

The successful bidder will be allowed to establish site camp as identified by the Plant Manager.

No accommodation is available for the bidder’s employees, it remains the responsibility of the bidder to plan and provide for the staff.

The temporary metered electrical power connection point will be provided by the client for the dredging equipment on application by the successful bidder.

The bidder will be responsible for providing own ablution facilities.

C3.1.3.2 Cleaning and clearing.

The bidder shall be responsible for clearing the platform and, to make it suitable for the equipment where the bidder will operate from.

C3.1.3.5 De-establishment

All equipment must be removed from the site on completion, including the rigging and crange. No payment will be made for de establishment due to termination of the contract because of non-performance by the bidder.

C3.2 Location of the works

NO.	NAME OF SCHEME	DISTRICT MUN	CAPACITY MI/DAY	Latitude (S)	Longitude (E)
1	Malekane WTW	Sekhukhune	12	24.53,683	30.0,412
2	Mooihoek WTW	Sekhukhune	12	23.33,072	30.9,465
3	Flag Boshielo WTW	Sekhukhune	16	24.46,345	29.25,567
4	Burgersfort WTW	Sekhukhune	7.5	24.40,009	30.20,32
5	Grobbersdal WWTW	Sekhukhune	5	25.9,737	29.23,751
6	Marble Hall WTW	Sekhukhune	5	24.58,693	29.7,1
7	Steelpoort WTW	Sekhukhune	3.5	24.42,924	30.11,934
8	Nkadimeng Package	Sekhukhune	3	24.38,661	29.58,824

	Plant				
9	Hlogotlou WTW	Sekhukhune	2	25.0,328	29.42,523
10	Burgersfort WWTW	Sekhukhune	1.5	24.40,009	30.20,32
11	Marble Hall WWTW	Sekhukhune	1.5	24.57,126	29.16,71
13	Mapodile Pump Station	Sekhukhune	0.75	24.45,692	30.9,308
14	Ohrigstad Boreholes	Sekhukhune	0.35	23.33,072	30.9,465
15	Kutullo Package Plant	Sekhukhune	0.30	24.54,452	29.59,535
16	Steelpoort WWTW	Sekhukhune	0.20	24.43,021	30.12,067
17	Tsakane Package Plant	Sekhukhune	0.20	24.52,217	30.2,263
18	Mahloakoena Package Plant	Sekhukhune	0.20	24.43,774	30.11,004
19	Nandoni WTW	Vhembe	60	-22,97145	30,60063
20	Phalaborwa WTW	Mopani	175	24.3,904	31.8,493
21	Politsi WTW	Mopani	5.5	23.46,349	30.5,676
22	Ebenezer WTW	Capricorn	50	23.56,648	29.59,023
23	Olifantspoort WTW	Capricorn	60	24.21,273	29.45,563
24	Doorndraai WTW	Capricorn	12	24.16,166	28.47,066

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C3.3.1 Preferential procurement procedures

C3.3.1.1. Appointment of Community Liaison Officer

THE TENDER

PART T1: TENDER PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

DESCRIPTION OF WORKS PANEL OF MAINTENANCE OF AIR CONDITIONERS

Tenders are hereby invited for the above work.

Tenderers should have a Construction Industry Development Board CIDB contractor grading designation of 2 ME or higher.

Tenders will be evaluated on the basis of awarding points for B-BBEE Status of Contributor for the Construction Charter Scorecard and quality of the tenderer. The **90/10** Preference Point System will be applied to the all tenders.

Tender documents are downloadable on National Treasury e-tender website (www.etenders.gov.za) and the Website (www.).

The lowest or any tender will not necessarily be accepted, and the Municipality reserves the right to accept any tender as a whole or in part or no tender.

Tenders must remain valid for a period of 90 days after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Municipality.

A **COMPULSORY BRIEFING SESSION** will not take place

The closing time for receipt of tenders is 24th January 2025 at 11H00 am. The bid documents must be deposited in the tender box situated at the address below. Bidders must submit the original document accompanied by an electronic version either on a memory stick. Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to:

Tenders will be opened at the latter address at the time indicated.

ENQUIRIES: Representative:
Tel (Office): 015 295 1800
E-Mail: Jacobbp@lepelle.co.za

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure C of Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019)**, bound into Section T1.2

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

CLAUSE NUMBER		TENDER DATA
C.1.1	Actions	The Employer is Lepelle Northern Water
C.1.2	Tender Documents	<u>Volume 1: Tender Document</u> THE TENDER Part T1: Tendering Procedures T1.1 – Tender Advert T1.2 – Tender data T1.3 – Standard Conditions of Tender Part T2: Returnable documents T2.1 – List of returnable documents T2.2 – Returnable schedules THE CONTRACT Part C1: Agreements and contract data C1.1 – Form of offer and acceptance C1.2 – Contract data C1.3 – Form of guarantee C1.4 – Guarantee (Cash deposit) C1.5 – Health and safety agreement C1.6 – Adjudicators contract Part C3: Scope of work C3 – Scope of work Part C4: Site information C4 – Site information <u>Volume 2: Standard Detail Drawings</u>
C.1.3	Interpretation	Add the following new clause:
C.1.3.4		<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
C.1.4	Communication and Employer's Agent	Agent: Address: Tel: E-Mail:
C2.1	Add the following:	Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a mechanical engineering class of construction work, are eligible to submit tenders.
Reference Documents	Unless specified otherwise in this document, the following	Joint Ventures are eligible to submit tenders provided that:

CLAUSE NUMBER	TENDER DATA
standards and conditions of contract will be applicable under this Contract:	1. every member of a joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the mechanical engineering class of construction work; and The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a Mechanical Engineering class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
C.2.2 Cost Tendering of	The employer <u>will not</u> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
C.2.7 Clarification meeting	No clarification meeting will be held.
C.2.8 Seek clarification	<u>Replace</u> the clause with the following: <i>Request clarification of the tender documents, if necessary, by notifying the employer at least <u>2 (two) working days</u> before the closing time stated in the tender data.</i>
C.2.9 Insurance	<u>Add</u> the following to the clause. <i>Accept that the submission of a tender shall be construed as an acknowledgement by the tenderer that he is satisfied with, where applicable, the insurance cover the Employer will affect under the contract.</i>
C.2.12 Alternative offers	Alternative tender offers will <u>not</u> be considered.
C.2.13 Submitting tender offer a	<u>Replace</u> the contents of the clause with the following: <i>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</i> <i>All volumes are to be left intact in original format and no pages shall be removed or re-arranged</i>
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus a scanned copy in PDF format on a compact disc. In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the <u>fully completed and signed</u> tender submission document. This is to be on a USB Flash Drive attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned at 400 DPI, and be in full colour.
C.2.13.4	<u>Add</u> the following to the clause <i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i>

CLAUSE NUMBER	TENDER DATA
	<i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i> <i>In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</i> <i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</i> <i>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</i> <i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include <u>a resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i> <u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u>
C.2.13.5	The identification details are: Tender Description: Closing Time: 11:00 AM Closing Date: 24 January 2025 Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be submitted (HAND DELIVERED) at: TENDER BOX ADDRESS: 01 Landros Mare Street Polokwane 0700 Ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing. BIDDERS MUST ENSURE THAT THEY SIGN THE SUBMISSION REGISTER UPON HANDING IN THE DOCUMENTS.
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will <u>not</u> be accepted

CLAUSE NUMBER	TENDER DATA
C.2.13.10	Add the following sub- clause C.2.13.10: <i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i>
C.2.14 Information and data to be completed in all respects	Add the following to the clause: <i>The Tenderer is required to enter information in the following sections of the document:</i> <i>Section T2.2 : Returnable Schedules</i> <i>Section C1.1 : Form of Offer and Acceptance</i> <i>Section C1.2 : Contract Data (Part 2)</i> <i>Section C2.2 : Pricing Schedule</i> <i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i> <i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i> <i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i> <i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i> <i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i> <i>Accept that the Employer is restricted in accordance with clause 5 (1) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</i>
C.2.15 Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
C.2.16 Tender offer validity	The tender offer validity period is 90 days .

CLAUSE NUMBER			TENDER DATA
C.2.16.5			Add the following new clause <i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i> Add the following new clause: <i>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed</i>
C.2.18	Provide other material		The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements. Add the following at the end of the clause: <i>....or upon written request.</i>
C.2.20	Submit securities, bonds, policies, etc.		The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the performance bond to the format included in Section C1.3 of Part C1 Agreements and Contract Data of this document.
C.2.23	Certificates		Refer to Part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C.2.24	Conditions Associated with the Granting of Preferences		Add the following new clause <i>The Tenderer, undertakes to:</i> a) <i>engage one or more Targeted Enterprises / Targeted Labour in accordance with the provisions of the SANS 1914 as varied in the Procurement Section of the Scope of Works;</i> b) <i>deliver to the Employer, within 5 working days of being requested in writing to do so, a Targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal requirements;</i> c) <i>accept the sanctions set out in the Scope of Works should such conditions be breached.</i>
C2.25	Canvassing		Add the following new clause <i>The Tenderer shall not make any attempt either directly or</i>

CLAUSE NUMBER	TENDER DATA
<i>and obtaining of additional information by tenderers</i>	<i>indirectly to canvass any of the Employers' officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i> <i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i>
C2.26 Prohibitions on awards to persons in service of the state	Add the following new clause <i>The Employer is prohibited to award a tender to a person -</i> <i>who is in the service of the state; or</i> <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> In the service of the state means to be - <i>a member of:-</i> <i>any municipal council;</i> <i>any provincial legislature; or</i> <i>the National Assembly or the National Council of Provinces;</i> <i>a member of the board of directors of any municipal entity;</i> <i>an official of any municipality or municipal entity;</i> <i>an employee of any national or provincial department;</i> <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> <i>a member of the accounting authority of any national or provincial public entity; or</i> <i>an employee of Parliament or a provincial legislature.</i> <i>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</i>
C2.27 Awards to close family members of persons in the service of the state	Add the following new clause <i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i> <i>the name of that person;</i> <i>the capacity in which that person is in the service of the state; and</i> <i>the amount of the award.</i> <i>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Part T2 of this procurement document must be completed.</i>
C2.28 Vendor registration	Add the following new clause <i>The contractor will required registering as a supplier/ service provider on the vendor register before any payment can be done.</i>

CLAUSE NUMBER	TENDER DATA
	<i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i> <i>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from</i> <i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i>
C2.29 Tax	Add the following new clause National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that: <i>The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation.</i> <i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non-compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i> <i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</i>
C.3.1 Respond to requests from the tenderer	The employer will respond to requests for clarification up to 2 (two) working days before the tender closing time.

C.3.11	Evaluation of tender offers	Method 1 will be used to evaluate all responsive tender offers in terms of Clause C.3.11.2 of the Standard Conditions of Tender and tender will be evaluated in 3 stages namely: Stage 1: Administrative Compliance Stage 2: Functionality (SEE ANNEXURE "A") Stage 3: The preferential point system (The preferential points to be used shall be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2017) plus points claimed in terms of B-BBEE (80 points allocated for price and 20 points allocated for BEE status) The tender will be awarded as a whole.
C3.11.1	General	Add the following new clause: <i>The procedure for the evaluation of responsive tender shall be Method 1 (Clause C.3.11.2)</i> <i>The financial offer will be scored using Formula 2 (Option 1) in Table C.1 where the value of W1 is:</i> <i>1. 90 where the financial value of all responsive tender received have a value in excess of R50 million (all applicable taxes included).</i> <i>2. 80 where the financial value of all responsive tender have a value that equals or less than R50 million (all applicable taxes included).</i> <i>Up to 100 minus W1 tender evaluated points will be awarded to tenderers who completed the preferencing schedule and who are found to be eligible for the preference claimed.</i>
C.3.11.2	80/20 Preference Point System	Add the following new clause: <i>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</i> <i>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R50 000 000 (all applicable taxes included):</i> $(i) \quad P_s = 80 \times \left[1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right]$ <i>Where</i> P_s = Points scored for comparative price of tender or offer under consideration; P_t = Comparative price of tender or offer under consideration; and P_{min} = Comparative price of lowest acceptable tender or offer. <i>(ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than</i>

R 30 000, if and when appropriate.

- (b) Subject to subparagraph (c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:*

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant Contributor	0

- (c) A maximum of 20 points may be allocated in accordance with subparagraph (b)*
- (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (b) must be added to the points scored for price a calculated in accordance with subparagraph (a).*

The contract must be awarded to the tender who scores the highest total number of points.

C.3.11.3 **90/10
Preference
Point System**

Add the following new clause:

The 90/10 preference point system for acquisition of services, works or goods above a Rand value of R50 million:

- (a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value above R50 000 000 (all applicable taxes included):*

$$(i) \quad P_s = 90 \times \left[1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right]$$

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

- (ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than*

R 30 000, if and when appropriate.

(b) Subject to subparagraph (c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant Contributor	0

(c) A maximum of 10 points may be allocated in accordance with subparagraph (b)

(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (b) must be added to the points scored for price a calculated in accordance with subparagraph (a).

(e) The contract must be awarded to the tender who scores the highest total number of points.

C.3.11.4 *Scoring financial offers*

Add the following New Clause:

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.

A is a number calculated using the formula and option described in Table F.1 as stated in the tender data.

Table C.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1^a	Option 2^a
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$
a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.		

C.3.13

Acceptance of Tender Offer

Tender offers will only be accepted if:

- a.) the tenderer has complied in full with the all eligibility criteria
 - b.) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18;
 - c.) the tenderer submits a letter of intent from an approved insurer undertaking to provide to provide the Performance Bond to the format included in Section C1.3 of this procurement document;
 - d.) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.
 - e.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
 - f.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 - g.) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect.
 - h.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
 - i.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the

Contract:

Part C1: Agreement and Contract Data

			Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
C.3.17	Copies Contract	of j.)	One signed copy of contract shall be provided by the Employer to the successful Tenderer.

T1.3 STANDARD CONDITIONS OF TENDER**TABLE OF CONTENTS**

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C.1 General**C.1.1 Actions**

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

a) **conflict of interest** means any situation which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and Employer's agent

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

C.1.5 Cancellation and re-invitation of tenders

C.1.5.1 An organ of state may, prior to the award of the tender, cancel the tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure;
- (c) no acceptable tenders are received; or
- (d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel the tender must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for a second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle

of equal treatment and keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

C.2.2.2 The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer for printing the documents. Employers must attempt to

make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

C.2.12.3 An alternative tender offer may only be considered in the event that the main tender is the winning tender.

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the Employer evaluating tender, the Contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, test and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The Employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices.

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive
- Evaluate tender offers
- Determine if there are any grounds for disqualification
- Determine acceptability of preferred tenderer

- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

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

C.3.12 Insurance provided by the Employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

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

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

- C.3.16.2** After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

ANNEXURE "A"

PART T2: RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS**RD.A MANDATORY RETURNABLE DOCUMENTS**

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Compulsory Enterprise Questionnaire	Form RD.A.1	
MBD 4: Declaration of interest in tender of persons in service of state	Form RD.A.2	
MBD 8: Declaration of tenderer's past supply chain management practises	Form RD.A.3	
MBD 9: Certificate of independent tender determination	Form RD.A.4	
Certificate of authority of signatory	Form RD.A.5	
Certificate of authority of signatory for joint ventures and consortia	Form RD.A.6	

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being awarded 0 (zero) preference points*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Valid B-BBEE Status Level of Contributor Certificate	Form RD.B.1	
MBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations, 2017	Form RD.B.2	
B-BBEE Exempted Micro Enterprise – Sworn Affidavit	Form RD.B.3	
MBD 6.2: Local content and production	Form RD.B.4	

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the Tenderer having to submit same upon request within 7 days and if not complied with, will result to the tender offer being disqualified from further consideration.*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Proof of registration on CSD with National Treasury	RD.C.1	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	RD.C.2	
Proof of Registration with CIDB	RD.C.3	
Compliance with OHSA (Act 85 of 1993)	RD.C.4	
Record of services provided to organs of state	RD.C.5	
Schedule of plant and equipment	RD.C.6	
EPWP staff for labour intensive construction works	RD.C.7	
Status of concern submitting tender	RD.C.8	
Classification of business	RD.C.9	
Letter of intent to provide a performance bond	RD.C.10	
Proof of municipal rates and taxes	RD.C.11	

RD.D OTHER DOCUMENTS THAT WILL FORM PART OF THE CONTRACT

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Record of addenda to tender documents	RD.D.1	
Form of offer and acceptance	Section C1.1	
Data provided by the contractor	Section C1.2	

RD.E MANDATORY REQUIREMENTS

Note: *Failure to submit any of the mandatory required documents will result in automatic disqualification*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
	RD.E.1	
Proof of valid CIDB registration with a Grading of 2 ME or higher. In the case of a Joint Venture bid, the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to 2 ME or higher, and 1 ME PE will not be considered. The lead partner has a contractor grading designation in the mechanical class of construction work, or not lower than one level below the required grading designation in the class of works construction works under consideration and possesses the required recognition status. <i>This will be verified online.</i>		
The JV agreement for JV partners is to be submitted indicating a percentage split up to 100% for partners, as well as indicating the lead partner of the JV to render agreement valid.		
Proof of registration on the Central Suppliers Database (CSD) (verification will be done online).		
The pricing schedule must be completed in FULL to render the bid responsive. If any section of the pricing schedule is left incomplete, the bidder will be disqualified.		

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
	RD.E.1	
Bidders must list in the tender document, the maintenance or service, or refurbishment, or procurement of air conditioner projects with a minimum value of R 400 000 with a fully completed LNW project reference form. The bidders should also attach the appointment letter with the completion certificate or appointment letter with a reference letter that indicates the project value.		
Fully completed LNW project reference form for the successfully completed project, For JV submission a minimum of one partner should submit the proof of successfully completed project.		

T2.2 RETURNABLE SCHEDULES

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FORM RD.A.1COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

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

Name*	Identity Number*	Personal Number*	Income	Tax

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: MBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: MBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: MBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the

tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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

FORM RD.A.2MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state⁵.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full name of bidder or his/her representative:

3.2 Identity Number:

3.3 Position occupied in Company:
(director, trustee, shareholder⁶)

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?

⁵ MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature

⁶ Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

YES	NO
-----	----

If yes, furnish particulars _____

3.9 Have you been in the service of the state for the past twelve months?

YES	NO
-----	----

If yes, furnish particulars _____

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

If yes, furnish particulars _____

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

If yes, furnish particulars _____

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

If yes, furnish particulars _____

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

If yes, furnish particulars _____

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

YES	NO
-----	----

If yes, furnish particulars _____

4. Full details of directors / trustees / members / shareholders:

Full Name	Identity Number	State Employee Number

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.3 MBD 8: DECLARATION OF TENDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

1. This municipal tender document must form part of all tenders invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any tenderer may be rejected if that tenderer, or any of it's directors have:
 - a. abused the municipality's/municipal entity's supply management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:

Item	Question	Response	
4.1	Is the tenderer, any of it's directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)	YES	NO
	If so, furnish particulars:		
4.2	Is the tenderer or any of it's directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.)	YES	NO
	If so, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES	NO
	If so, furnish particulars:		

Item	Question	Response	
4.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or to any other municipality/municipal entity, that is in arrears for more than three months?	YES	NO
	If so, furnish particulars:		
4.5	Was any contract between the tenderer and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES	NO
	If so, furnish particulars:		

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

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.4MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids ⁷invited.
2. Section 4 (1) (b) (iii) of the Competition Act Nol. 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 tendering (or bid rigging⁸). Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. Take all reasonable steps to prevent such abuse;
 - b. Reject the tender of any tenderer if that tenderer or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the tendering process or the execution of the contract.
4. This will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

⁷ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁸ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

TENDER FOR THE LNW 01/24/25 PANEL OF MAINTENANCE FOR AIR CONDITIONERS

in response to the invitation for the tender made by

(Name of the department)

do hereby make the following statement that I certify to be true and complete in every respect:

I certify, on behalf of _____
that: _____
(Name of tenderer)

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorised by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorised by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
 - a. Has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - b. Could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³⁹ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. Prices;
 - b. Geographical area where product or services will be rendered (market allocation);
 - c. Methods, factors or formulas used to calculate prices;
 - d. The intention or decision to submit or not to submit, a tender;
 - e. The submission of a tender which does not meet the specifications and conditions of the tender; or
 - f. Tendering with the intention not to win the tender.

⁹ Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or to the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practises related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted form conduction business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

Person authorized to sign the
tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.5 CERTIFICATE OF AUTHORITY OF SIGNATORY**RESOLUTION** of the a meeting of the *Board of Directors/Members/Partners of

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

Held at: _____ (place)

On: _____ (date)

RESOLVED that:

1. The enterprise submits a tender to the Lepelle Northern Water in respect of the following project:

Tender Number:

Tender
Description:**TENDER FOR THE**

2. *Mr/Ms:
in *his/her capacity
as

and who will sign as follow:

Proof signature

Proof signature

be, and is hereby authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the enterprise mentioned above

NAME	CAPACITY	SIGNATURE

Note:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by all the directors/members/partners of the tendering enterprise.

Enterprise stamp

3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.	
---	--

FORM RD.A.6 CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA

*Joint venture/consortium
name: _____

We, the undersigned, are submitting this tender in a *joint venture/consortium and hereby authorise *Mr/Ms

_____ authorised signatory of the enterprise

_____ acting in the capacity of lead partner

to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the *joint venture/consortium mentioned above.

Registered name of enterprise	Registration number	% of contract value	Address	Duly authorised signatory	Mark with (x) for lead partner

Note:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorised signatory for each party to the joint

venture/consortium must complete a Form RD.C.15.

3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

FORM RD.B.1 VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE

Submit B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA).

NOTE:

1. Attach original copy of B-BBEE Verification Certificate to this page.
2. In the case of a joint venture / consortium parties must each attach original copy of their B-BBEE Verification Certificates.

FORM RD.B.2 MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all tenders 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, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017

1. GENERAL CONDITIONS

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

- 1.2 The value of this tender is estimated not **to exceed** R50 million and therefore the **80/20** system shall be applicable.

- 1.3 Preference points for this tender shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution

- 1.3.1 The points for this tender are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price, B-BBEE must not exceed	100

- 1.4 Failure on the part of a tenderer to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.5 Blank or incomplete particulars or insufficient documentary proof thereof, or failure to sign the declaration, will be construed to mean that the tenderer is not claiming preference points, in which case no points will be awarded for HDI.

2. DEFINITIONS

- 2.1 **all applicable taxes** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 2.2 **B-BBEE** means broad-based black economic empowerment as defined in Section 1 of the Broad-Based Black Economic Empowerment Act.
- 2.3 **B-BBEE Status Level of Contributor** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained 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, 2003 (Act No. 53 of 2003).

- 2.4 **Broad-Based Black Economic Empowerment Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.5 **comparative price** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
- 2.6 **consortium or joint venture** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.7 **contract** means the agreement that results from the acceptance of a tender by an organ of state.
- 2.8 **EME** means any enterprise with an annual total revenue of R5 million or less.
- 2.9 **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.
- 2.10 **functionality** means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder.
- 2.11 **non-firm prices** means all prices other than **firm** prices.
- 2.12 **person** includes a juristic person.
- 2.13 **rand value** means that total estimated value of a contract in South African currency, calculated at the time of tender invitations and includes all applicable taxes and excise duties.
- 2.14 **sub-contract** means the primary contractor's assigning or leasing or 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.
- 2.15 **tender** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services works or goods, through price quotations, advertised competitive bidding processes or proposals.
- 2.16 **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 9 February 2007.
- 2.17 **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.
- 2.18 **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.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The tenderer obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

- 3.3 Points scored will be rounded off to 2 (two) decimal places.
- 3.4 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tender must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

90/20

$$P_S = 80 \left(1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right)$$

$$P_S = 90 \left(1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right)$$

Where

P_S = Points scored for price of tender under consideration

P_T = Rand value of tender under consideration

P_{MIN} = Rand value of lowest acceptable tender

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 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.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.
- 5.6 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.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. TENDER DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph &.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA.

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?
(delete which is not applicable)

YES	NO
-----	----

8.1.1 If YES, indicate:

Name of subcontractor	% to be subcontracted	B-BBEE status level of sub-contractor	Is the sub-contractor an EME (delete which is not applicable)	
			YES	NO
			YES	NO
			YES	NO

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of FIRM: _____

9.2 VAT Registration number: _____

9.3 Company registration number: _____

9.4 Type of firm:

Partnership

One person business/sole trade

Close corporation

Company

(Pty) Limited

Small Medium Micro Enterprises

(Tick applicable box)

9.5 Describe principal business activities

9.6 Company classification

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter etc.

(Tick applicable box)

9.7 Municipal information

Municipality where business is situated:

Registered account number:

Stand number:

9.8 Total number of years the firm has been in business

9.9 I/we, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the company/firm certify that points claimed, based on the B-BBEE status level of contribution, indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
 - a) disqualify the person. from the tender process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - d) restrict the tenderer or contractor, its shareholders and directors, or only the shareholders and directors WHO acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteran partem (hear the other side) rule have been applied; and
 - e) forward the matter for criminal prosecution.

NAME:
(in BLOCK letters)

CAPACITY:
(of authorized agent)

SIGNATURE:
(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters
and signature)

1.

Contract:

Part C1: Agreement and Contract Data

2.

FORM RD.B.3 B-BBEE EXEMPTED MICRO ENTERPRISE – SWORN AFFIDAVIT

I, the undersigned

Full Name & Surname																
Identity Number							-					-			-	

Hereby declare under oath as follow:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- Based on the audited management accounts and other information available on the _____ financial year, the income did not exceed R 10,000,000 (ten million rands);
- Please confirm on the below the B-BBEE level contributor, by ticking the applicable box.

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% Black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% Black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice
5. I know and understand the contents of the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 (twelve) month from the date signed by the commissioner.

Deponent Signature:	Date:

Commissioner of oaths
(Signature and stamp)

FORM RD.B.4 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
Steel	100%

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

YES		NO	
-----	--	----	--

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

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

NB:

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

I, the undersigned, (full names),
do hereby declare, in my capacity as
of..... (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the

remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

_____ WITNESS No. 1 _____

DATE:

_____ WITNESS No. 2 _____

DATE:

FORM RD.C.1 PROOF OF REGISTRATION ON CSD WITH NATIONAL TREASURY

1. Attach original or certified copy of CSD registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) the joint venture / consortium must attach original or certified copy of their CSD registration certificate to this page.

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

I accept that the state may act against me should this declaration prove to be false.

Person authorized to sign the
tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.2MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

1. The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:

- i) for the past three years; or
- ii) Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

YES	NO
-----	----

2. Does the tenderer have any undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES	NO
-----	----

If so, state
particulars

3. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES	NO
-----	----

If so, state
particulars

4. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES	NO
-----	----

If so, state
particulars

5. Is any portion of the goods or services expected to be sourced from outside the Republic?

YES	NO
-----	----

If, so state what portion and whether any portion of payment from the municipality is expected to be transferred outside of the Republic.

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

enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

I accept that the state may act against me should this declaration prove to be false.

Person authorized to sign the
tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.3 PROOF OF REGISTRATION WITH THE CIDB

1. Attach original or certified copy of CIDB registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach original or certified copy of their CIDB registration certificate.

Firm	CRS Number	CIDB Grading	Lead Partner (Indicate with X)
Combined CIDB Grading for Joint Venture / Consortium:			

(Calculator is available at <https://registers.cidb.org.za/common/jvcalc.asp>)

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Contract:
Part T2: Returnable Documents

Date:

FORM RD.C.4 COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the employer and the engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

(Tick applicable box)

1. Are your company familiar with the OHSA (ACT 85 of 1993) and its Regulations?	YES	NO
2. Who will prepare your company's Health and Safety Plan? Provide a copy of the person/s curriculum vitae/s or company profile.		
3. Do your company have a health and safety policy? If YES provide a copy.	YES	NO
4. How is this policy communicated to your employees? Provide supporting documentation.	YES	NO
5. Do your company keep record of safety aspects of each site where work is performed? If YES what records are kept?	YES	NO
6. Do your company conduct monthly safety meetings? If YES , who is the chairperson of the meeting, and attend these meetings?	YES	NO
7. Do your company have a safety officer in its employment, responsible for overall safety of your company? If YES , explain his duties and provide a copy of his CV	YES	NO
8. Do your company have trained first aid employees? If YES , indicate who.	YES	NO
9. Do your company have a safety induction training programme in place? If YES , provide a copy.	YES	NO
10. Does your company conduct medical surveillance for its employees?	YES	NO

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

Person authorized to sign the
tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.5 RECORD OF SERVICES PROVIDED TO ORGANS OF STATE

Tenderers are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the employer. Tenderers must not include services provided in terms of a sub-contract agreement.

Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Complete the record or attach the required information in the prescribed tabulation

ALL SERVICES COMMENCED OR COMPLETED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS				
	Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.	Title of contract for the service	Value of contract for service incl. VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

(Attach additional pages if more space is required.)

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

Person authorized to sign the
tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.6 SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of the major items of relevant equipment that I/we presently own/lease and will have available for this contract or will hire/acquire for this contract as proof of the requirements for Clause F.3.13 b) of the Conditions of Tender

Major equipment owned/leased that is immediately available for the execution of the works	
Quantity	Description, size, capacity etc.

(Attach additional pages if more space is required)

Major equipment that will be hired or acquired for the execution of the works	
Quantity	Description, size, capacity etc.

(Attach additional pages if more space is required)

FORM RD.C.7 EPWP STAFF FOR LABOUR INTENSIVE CONSTRUCTION WORKS

The tenderer shall, submit the names of all management, design and supervisory staff that will be employed to design and supervise the labour intensive portion of the works together with satisfactory documentary evidence that such staff members satisfy the eligibility requirements. Refer to **C3.4.1.3.2 Labour Intensive Competencies for Supervisory and Management Staff** in **Part C3: Scope of Work** for the required unit standards (See table on next page).

CATEGORY OF EMPLOYEE	NAME OF EMPLOYEE	LIC NQF LEVEL	LABOUR INTENSIVE SKILLS PROGRAM UNIT STANDARD TITLES	DATE COMPLETED	YEARS EXPERIENCE
Designer (LIC NQF 7 Required)					
Administrator/ Site supervisor (LIC NQF 5 Required)					
Site Agent/ Manager (LIC NQF 5 Required)					
Foreman/ Supervisor (LIC NQF 4 Required)					

(Attach documentary proof to this page)

SKILLS PROGRAMME FOR SUPERVISORY AND MANAGEMENT STAFF

Personnel	LIC NQF LEVEL	Unit standard titles	Skills programme description
Foreman/ supervisor	4	Implement labour intensive Construction Systems and Techniques or equivalent QCTO qualification.	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage or equivalent QCTO qualification.	any one of these 3 unit standards or part qualifications must be completed
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services or equivalent QCTO qualification.	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures or equivalent QCTO qualification.	
Site Agent/ Manager (i.e. the contractor's most senior representative that is resident on the site.	5	Manage Labour Intensive Construction Processes or equivalent QCTO qualification.	Skills Programme against this single unit standard or part qualification

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

I accept that the state may act against me should this declaration prove to be false.

Person authorized to sign the
tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.8 STATUS OF CONCERN SUBMITTING TENDER

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, a joint venture/consortium or a co-operative

Public Company	☐
Private Company	☐
Closed Corporation	☐
Partnership	☐
Sole Proprietary	☐
Joint Venture / Consortium	☐
Co-operative	☐

(Mark the appropriate option)

2. Information to be provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Certified copies of the founding statement) and list of members
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Certified copies of: a) CIPRO CM 1 - Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's ownership/shareholding percentage relative to the total.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another Closed Corporation</u> or company with, or without, share capital.	Certified copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies

If the Tendering Entity is a:		Documentation to be submitted with the tender
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement of the Company's Secretary confirming that the Company is a public Company.
5	<u>Sole Proprietary</u> or a <u>Partnership</u>	Certified copy of the Identity Document of: a) such Sole Proprietary, or b) Each of the Partners in the Partnership Certified copy of the Partnership agreement.
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.
7	<u>Joint Venture / Consortium</u>	All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium agreement.

Note:

1. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court wherein trustees have been duly appointed and authorised
2. Include a certified copy of the Certificate of Change of Name (CM9) if applicable.

3. Registered for VAT proposes in terms of the Value-Added Tax Act (89 of 1991)

Yes

☐

No

☐

(Make an X in the appropriate space)

REGISTRATION NO: _____

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

I accept that the state may act against me should this declaration prove to be false.

Person authorized to sign the
tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.9 CLASSIFICATION OF BUSINESS

1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).

2. Information furnished with regard to the classification of Small businesses

(b.) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

YES	NO
-----	----

(Tick appropriate box)

(c.) If the response to 2.(a.) is **YES**, the following must be completed:

i. Sector/sub-sector in accordance with the Standard Industrial classification:

ii. Size or class:

iii. Total full-time equivalent of paid employees:

iv. Total annual turnover:

v. Total gross asset value (fixed property excluded):

(A schedule indicating the different sectors is attached to this form.)

(d.) The tenderer should substantiate the information provided by submitting the following documentation:

i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,

ii. Company profile indicating the tenderer's staff compliment, and

iii. 3 year financial statement or since their establishment if established during the past 3 years.

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

I accept that the state may act against me should this declaration prove to be false.

Person authorized to sign the
tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.10 LETTER OF INTENT TO PROVIDE A PERFORMANCE BOND

It is hereby agreed that a Performance Bond drafted **exactly** as set out in the attached examples (See Section C1.3: Form of Guarantee) will be provided by the Surety named below:

Name of Surety (Bank or Insurer)

Address:

Signed:

Name:

Capacity:

On behalf of Tenderer (name of tenderer)

Date:

CONFIRMED BY Surety's Authorised representative

Signature(s):

Name (print):

Capacity

On behalf of Surety (Bank or Insurer)

Date:

Note: Refer to the Annexure to **C1.3 Form of Guarantee** for the List of Institutions from who Contract/Deposit Guarantees will be accepted.

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

I accept that the state may act against me should this declaration prove to be false.

Person authorized to sign the

tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.11 PROOF OF MUNICIPAL RATES AND TAXES

1. Attach a certified copy of recent municipal Rates and Taxes statement for the company as well as each Director of the Company to this page.

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

I accept that the state may act against me should this declaration prove to be false.

Person authorized to sign the
tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.D.1RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	DATE	REFERENCE	TITLE
1			
2			
3			
4			

5			
6			
7			
8			
9			
10			

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.E.1 MANDATORY REQUIREMENTS

Failure to submit any of the mandatory required documents will result in automatic disqualification

1. Company experience and Key Staff

Functionality

Under functionality, Bidders must achieve a minimum of 9 points (81,8%) of functionality points to be considered for further evaluation in stage 2 (Evaluation on Price and Preference Points Allocation).

EVALUATION PROCESS. All submissions duly lodged will be evaluated on functionality as pre-qualifying criteria. The evaluation criteria and points for measuring functionality are indicated below. Maximum Points for Functionality	Points 11
1. Company Experience	6
Attach proof of successfully completed traceable service record on the provision of repairs or maintenance or service or refurbishment or installation of Air Conditioners with a minimum value of R 400 000.00 with a fully completed LNW project reference form. • One (1) Project with a minimum value of R 400 000.00 – Two (2) points • Two (2) Projects with a minimum value of R 400 000.00 – Four (4) points • Greater or equal to three (3) Projects with a minimum value of R 400 000.00 – Six (6) points Attach proof of either of the following documents indicating the project value on client's official letterhead for the completed service rendered. • signed reference letter/s for completed project/s indicating project value.	
2. Proposed key personnel	5
Attach detailed CV indicating years of experience as a qualified Air conditioning/ Refrigeration Trade Test Certificate One (1) to three (3) years = Four (4) points Greater than three (3) years = Five (5) points	
Total Points	11

The minimum points to be scored is 9 points (81,8%) to qualify under functionality.

Documents submitted will be subjected to verification of confirmation and state vetting.

NB:

- **Lepelle Northern Water reserves the right to verify reference letters and certificates provided.**
- **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on SBD 4 attached)**

Points will be allocated as per pro rata(proportional) JV percentage split. This is only applicable to company experience under functionality.

2. Bank Rating

N/A

3. Certificates

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Record of Addenda to tender documents

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

	Date	Title or Details
1.		
2.		
3.		
4.		

5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Part T2: Returnable Documents

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months
Tender			T2.1
Part T2: Returnable documents		Returnable Schedules	

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

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

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner CIDB registration no		Signature. Name Designation
 CIDB registration no		Signature. Name Designation
 CIDB registration no		Signature. Name Designation

CIDB registration no		Signature. Name Designation
-------------------------------	--	--

Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Tenderers must not include deviations or qualifications relating to the scope of work in this schedule where they are required to submit an Approach Paper.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

Preferencing schedule

1 Definitions

The following definitions shall apply to this schedule:

Black: is a generic term which means who are Africans, Coloureds and Indians

Disability: in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

Disabled person: a person with a disability.

Equity ownership: The percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of the company's shares that are owned by individuals, who are actively involved in the management of an enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

Note: All claims for equity ownership will be considered according to the following criteria:

- equity within private companies will be based on the percentage of equity ownership;
- preference points will not be awarded to public companies and tertiary institutions;
- equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust (i.e. 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.
- a joint venture may, based on the percentage of the contract value managed or executed by their HDI
be entitled to equity ownership.

Historically disadvantaged individual (HDI): A South African citizen

a) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA, 1993 (Act 200 of 1993) (the interim Constitution), or

b) who is a female; or

c) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;

Joint venture (consortium): an association of persons for the purposes of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

Management: means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

Priority population group (PPG): a member/ individual of a targeted group who is a South African citizen and who falls into a population group that had no franchise in national elections prior to the introduction of the 1984 constitution and tricameral parliamentary

system.

Youth: all persons who between the ages of 18 and 35 at the time that tenders close.

2 Conditions associated with the granting of preferences

The tenderer who claims a preference, undertakes to:

- 1) maintain an equity ownership of not less than that upon which the preference is based for the duration of the Contract, or in the case of a joint venture, ensure that the percentage of the contract value managed or executed by those persons is not less than that upon which the preference is based;
- 2) accept the sanctions set out in Section 3 below should conditions 1 or 2 be breached; and
- 3) complete sections 4 to 6 below as relevant.

Failure to fill in and/or sign this form shall be interpreted to mean that preference points are not claimed.

3 Sanctions relating to breaches of preferencing conditions

The sanctions for breaching the preferencing conditions are:

- 1) termination of the Contract; or
- 2) a financial penalty payable to the Employer equal to 1,5 times the number of tender evaluation points awarded in respect of the preference claimed, multiplied by the Contract Price exclusive of VAT, divided by 100.

4 Tender preference claim in respect of HDI 's and youth

Number of preference points for type of equity = $NOP \times R \times EP / 100$

where:

NOP = maximum tender evaluation points provided for HDI / Youth equity ownership stated in the Tender Data

R = the percentage of the maximum tender evaluation points for the preference claimed in the second column of the tabulation in section 5 divided by 100

EP = the percentage of equity ownership by an HDI / Youth within the business enterprise or, in the case of a joint venture, the percentage of the contract value managed or executed by their HDI / Youth members.

I/we apply on behalf of my/our firm for a preference based on:

Non-joint ventures

	HDI				Youth
	No franchise in national elections (black persons)		Women	Disabled person	
	PPG (African)	Coloured, Indian			
Equity ownership percentage					
For office use only: Number of preference points					
	Total:				

awarded employer	by				
Joint ventures					
	HDI				Youth
	No franchise in national elections (black persons)		Women	Disabled person	
	PPG (African)	Coloured, Indian			
The percentage of the contract value managed or executed by their HDI members					
For office use only: Number of preference points awarded by employer					
Total:					
5 Tender preferences claimed					
I / we apply on behalf of my / our firm for the following preference(s) and by claiming a preference confirm that all claims for equity ownership are in respect of individuals who are actively involved in the management of the enterprise or business:					
Category of preference			Percentage of maximum tender evaluation points provided for in the Preferential Procurement Policy Framework Act (Act 5 of 2000)	Preference claimed for Category of Preference (Y=yes)	
HDI (PPG i.e. African) equity ownership			40		
HDI (Coloured and / or Indian) equity ownership			30		
HDI (women) equity ownership			15		
HDI (disabled person) equity ownership			5		
HDI youth equity ownership			10		
6 Declaration with respect to preferences claimed in respect of HDI and youth equity ownership					
6.1 List all shareholders by name, identity number, citizenship, status, ownership, as relevant					

Name	ID Number	Date obtained South African citizenship	HDI status				Youth Yes/No	Percentage equity ownership, or in the case of a joint venture, the percentage of the contract to be managed or executed by targeted persons (%)
			No franchise in national elections (black persons)		Women Yes/No	Disabled person Yes/No		
			PPG (African)	Coloured, Indian				

6.1.2 How long has the entity been in existence?

6.1.3 Describe principal business activities:

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

6.2 Declaration in respect of claim for preference in respect of disabled person

Complete the following with respect to claims for equity ownership relating to disabled persons:

Name	Describe what the permanent impairment is.	Outline how the permanent impairment impacts on ability to perform an activity in the manner or within the ranges considered normal for a human being?

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone :

Fax :

Date :

Evaluation Schedule: Approach paper

The approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to health and safety. The approach paper should articulate what value add the tenderer will provide in achieving the stated objectives for the project.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 8 pages.

The scoring of the approach paper will be as follows:

	Technical approach and methodology
Poor (score 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactor y (score 70)	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc is too generic.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project.
Very good (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs

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

Signed

Date

Name

Position

Tenderer

Evaluation Schedule: Proposed Organisation and staffing

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization and staffing proposals to this page.

The scoring of the proposed organization and staffing will be as follows:

Poor (score 40)	The organization chart is sketchy, the staffing plan is weak in important areas There is no clarity in allocation of tasks and responsibilities.
Satisfactory (score 70)	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate.
Good (score 90)	Besides meeting the "satisfactory" rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, and the approach to satisfying local consultants. Some members of the project team have worked together before on limited occasions.
Very good (score 100)	Besides meeting the "good" rating, the proposed team is well integrated and several members have worked together extensively in the past.

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

Signed

Date

Name

Position

Tenderer

Evaluation Schedule: Experience of Key Staff

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of the project director, site agent and general foreman of not more than 2 pages should be attached to this schedule:

Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3 Skills
- 4 Name of current employer and position in enterprise
- 5 Overview of post graduate / diploma experience (year, organization and position)
- 6 Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows:

	General experience and qualifications	Adequacy for the assignment	Knowledge of issues pertinent to the project
Poor (score 40)	Key staff have limited levels of general experience	Key staff have limited levels of project specific education, skills, training and experience	Key staff have limited experience of issues pertinent to the project
Satisfactory (score 70)	Key staff have reasonable levels of general experience	Key staff have reasonable levels of project specific education, skills, training and experience	Key staff have reasonable experience of issues pertinent to the project
Good (score 90)	Key staff have extensive levels of general experience	Key staff have extensive levels of project specific education, skills, training and experience	Key staff have extensive experience of issues pertinent to the project
Very good (score 100)	Key staff have outstanding levels of general experience	Key staff have outstanding levels of project specific education, skills, training and experience	Key staff have outstanding experience of issues pertinent to the project

Note: An individual may be nominated to serve as the team leader in more than one discipline and as the team leader and a discipline specific leader.

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

Signed

Date

Name

Position

Tenderer



LEPELLE NORTHERN WATER

LNW 01/24/25

PANEL FOR THE REPAIR, MAINTENANCE, SERVICE, REFURBISHMENT, INSTALLATION, AND PROCUREMENT OF AIR CONDITIONERS AT VARIOUS SCHEMES OF LEPELLE NORTHERN WATER ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

Evaluation Schedule: Quality Control Procedures

The quality control practices and procedures which ensure compliance with stated employer's requirements previous will be evaluated.

Tenderers should very briefly outline his or her procedures in relation to the project and attach this to this schedule.

The scoring of the tenderer's quality control procedures will be as follows:

Poor (score 40)	Quality control procedures are unlikely to ensure compliance with stated employer's requirements
Satisfactory (score 70)	Quality control procedures are possibly able to ensure compliance with stated employer's requirements
Good (score 90)	Quality control procedures are likely to ensure compliance with stated employer's requirements
Very good (score 100)	Quality control procedures are most likely to ensure compliance with stated employer's requirements

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

Signed

Date

Name

Position

Tenderer

2.2 PRICING SCHEDULE

BILL OF QUANTITIES (The quantities given are only to provide a method to evaluate the bids and are not a reflection of the actual expected quantities as the tender is a RATE ONLY TENDER)

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____