



**EASTERN CAPE PROVINCE
DEPARTMENT OF EDUCATION
TENDER DOCUMENT**

FOR

**APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR
SITOROMO JUNIOR SECONDARY SCHOOL**

EMIS NO: 200600754

DISTRICT: JOE GQABI

TENDER NO: SCMU6-22/23-0017

Consisting of:

Volume 1: The Tender (Returnable) - This document

Volume 2: The Contract - Separate document

TENDERER:

CRS NO:

Compiled for:

SUPPLY CHAIN MANAGEMENT
Eastern Cape Department of Education
Steve Tshwete Complex, Zone 6
ZWELITSHA
5608

Website: www.edu.ecprov.gov.za

Compiled by:

DEPARTMENT OF EDUCATION (DoE)
INFRASTRUCTURE DELIVERY
Eastern Cape Department of Education
Steve Tshwete Complex, Zone 6
ZWELITSHA
5608

FEBRUARY 2023

THE TENDER (VOLUME 1)

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Part 1: TENDERING PROCEDURE

T1.1: Tender Notice and Invitation to Tender (SBD1)



TENDER NOTICE

DEPARTMENT OF EDUCATION **EASTERN CAPE PROVINCE**

Tenderers are hereby invited by DoE for the following contract, relating to Appointment of a contractor for the additions, repairs and upgrades for SITOROMO JUNIOR SECONDARY SCHOOL

APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL

SCMU6-22/23-0017

Limited to [CIDB Grade: 4GB Category or higher]

Principal Agent

Mr Q Msiwa
Tel: 040-608 4707

Project Leader (DoE)

Mr Q Msiwa
Tel: 040-608 4707

Tender documents will be available as from 12h00 on Friday, 03 February 2023 at www.ecdoe.gov.tenders.co.za, on payment of a non-refundable deposit of R0.00 per document.

Completed tender documents in a sealed envelope endorsed with the project name, tender number and description must be deposited in the Tender Box, Department of Education, Steve Tshwete Complex, Zone 6, Zwelitsha, not later than 12h00 on Friday, 24 February 2023 when tenders will be opened in public. The performance of the Contractor will be evaluated on a monthly basis and the overall performance report will be issued at the end of the project.

There will not be a pre-tender clarification meeting.

Tenderers shall take note of the following Bid conditions –

- ☐ Volume 1 & 2 to be submitted
- ☐ Priced BoQ to be submitted
- ☐ Tenderers are required to have a CIDB contractor grading designation **4GB** or higher.
- ☐ Tenderers to tender within their CIDB category grade only (see above)
- ☐ An approved surety will be required
- ☐ Penalties for late completion will be enforced
- ☐ Late tenders will not be accepted
- ☐ Letter of Good Standing from the Compensation Fund or FEMA to be submitted with tender.
- ☐ Failure to complete all supplementary information and the RETURNABLE SCHEDULES will result in the tender being eliminated

- ❑ All queries to be submitted via email
- ❑ Preferential Procurement Regulations, 2011 (B-BBEE) principles will apply, whereby a Bidder's submission will be evaluated according to the sum of the Award of Points in respect of the Bid value and the status of the enterprise.
- ❑ CIPRO/CIPC Certificate to be submitted with tender
- ❑ Adjudication criteria are as follows:
 - ❑ **80** Points for Price
 - ❑ **20** Points for B-BBEE status level of Contribution
- ❑ Bids with a threshold value up to R50 000 000.00 shall be evaluated on 80/20 principle. Preference points shall be allocated as per below table:

Preferential goals Historically Disadvantaged individuals	80/20
Woman Ownership	5
Ownership with Disability	2
Youth Ownership	5
Enterprises located in the Eastern Cape Province	6
Ownership by Military Veterans	2

1. CLAIMING OF PREFERENCE POINTS

- 1.1 Preference points allocated Historically Disadvantaged individuals may be claimed by Persons who had no franchise in national elections prior to 1983 and 1993
- 1.2 Preference points allocated for women may be claimed if there is sufficient Evidence that such woman has ownership of **51%** or more of the enterprise Shareholding.
- 1.3 Preference points allocated for persons with disabilities may only be claimed If there is sufficient evidence that such person has ownership of **51%** or more enterprise shareholding.
- 1.4 Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such youth has ownership of **51%** or more of the Enterprise shareholding.
- 1.5 Preference points for Locality may be allocated for promotion of enterprises located within the Eastern Cape Province may be claimed by submission of proof that enterprise is located within the borders of Eastern Cape Province. This includes enterprise whose head office may be situated in another province but has a fully fledged branch within Eastern Cape Province. Enterprises located outside the borders of the Eastern Cape Province and who only appoints agents and/or commission warehouses in this municipal area are expressly excluded from claiming points for this goal

1.6 Preference points may be allocated to other RDP goals as follows:

- (a) Promotion of South African owned enterprises.
- (b) Promotion of export-oriented production to create jobs.
- (c) Creation of new jobs or intensification of labour absorption.
- (d) Promotion of enterprises located in the rural areas.
- (e) Promotion of enterprises located in specific municipal area for work to be done or service to be rendered in that municipal area.

- ❑ **A CERTIFIED COPY OF A VALID B-BBEE VERIFICATION CERTIFICATE VERIFIED BY A SANAS APPROVED RATING AGENCY OR A SWORN AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE THAT MUST INCLUDE THE ABOVE RDP AND SPECIFIC GOALS. IN THE CASE OF A JOINT VENTURE A CONSOLIDATED B-BBEE VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT MUST BE SUBMITTED**
- ❑ Tender validity period is 120 (one hundred and twenty) calendar days.
- ❑ Tender Forms (Form C1.1: Form of offer and acceptance) that are incomplete or incorrectly completed will result in elimination of that tender
- ❑ An original valid SARS Tax Clearance Certificate/Pin must be submitted with the tender, in order to be considered. Failure for submission of Tax Clearance Certificate will result in elimination of tender. In the case of a JV, each partner must present an original SARS Tax Clearance Certificate.
- ❑ Form T2.2r (Compulsory Enterprise Questionnaire) must be completed by all or the tender will be eliminated.
- ❑ In case of a joint venture a two compulsory enterprise questionnaire must be submitted.

Telegraphic, telexed or faxed tenders will not be considered. The ECDoE does not bind itself to accepting the lowest tenderer. Tender price offered should not pose a commercial risk to the completion of the project.

The BEE may or may not interview the bidder should it deem it necessary.

Procurement Contact Official

Mr P Nxozana

Pakamile.Nxozana@ecdoe.gov.za

Infrastructure Contact Official

Mr Q Msiwa

Qiqile.Msiwa@ecdoe.gov.za

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER: SCMU6-22/23-0017		CLOSING DATE: 24 February 2023		CLOSING TIME: 12h00	
DESCRIPTION: APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RECEPTION AREA OF THE DEPARTMENT OF EDUCATION,					
STEVE VUKILE TSHWETE EDUCATION COMPLEX, ZONE 6,					
ZWELITSHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		Mr P Nxozana		CONTACT PERSON	
TELEPHONE NUMBER				Mr Q Msiwa	
TELEPHONE NUMBER				TELEPHONE NUMBER	
FACSIMILE NUMBER				040 608 4707 / 076 394 7813	
FACSIMILE NUMBER				FACSIMILE NUMBER	
E-MAIL ADDRESS		Pakamile.Nxozana@ecdoe.gov.za		E-MAIL ADDRESS	
				gigile.msiwa@ecdoe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	
				CENTRAL SUPPLIER DATABASE No: MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
		☐ Yes ☐ NO		[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

T1.2 Tender Data

T1.2: TENDER DATA

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL		
Tender No:	SCMU6-22/23-0017		
Advertising date:	03 February 2023	Closing date:	24 February 2023
Closing time:	12h00	Validity period	120 Days

Clause number																																					
	The conditions of tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No. 42622, Department of Public Works Notice 423. The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Bid. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.																																				
C.1.2	The employer is the Eastern Cape Province Department of Education																																				
C.1.3.1	The tender documents issued by the employer comprise: THE TENDER (VOLUME 1) Part 1: Tendering Procedure T1.1 Tender Notice and Invitation to Tender (SBD1) T1.2 Tender Data Part 2: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.1a Final Summary of Bills of Quantities (C2.2) C1.1b Standard Conditions of Tender C1.2 Contract Data C1.3 Form of Guarantee Part 3: Returnable Schedules/Documents T2.1 List of Returnable Documents T2.2 Returnable Documents: <table><tr><td>SBD4</td><td>Declaration of interest</td><td>Mandatory Requirement</td></tr><tr><td>SBD6.1</td><td>Preference points claim form in terms of Preferential Procurement Regulations 2022</td><td>Mandatory Requirement</td></tr><tr><td>SBD6.2</td><td>Local production and content</td><td>Mandatory Requirement</td></tr><tr><td>T2.2.1</td><td>Certificate of authority for signatory</td><td>Mandatory Requirement</td></tr><tr><td>T2.2.2</td><td>Certificate of authority for joint ventures</td><td>Mandatory Requirement</td></tr><tr><td>T2.2.3</td><td>Schedule of proposed subcontractors</td><td>Additional documents</td></tr><tr><td>T2.2.4</td><td>Site inspection certificate</td><td>Additional documents</td></tr><tr><td>T2.2.5</td><td>Record of addenda to tender documents</td><td>Additional documents</td></tr><tr><td>T2.2.6</td><td>Capacity of Tenderer</td><td>Additional documents</td></tr><tr><td>T2.2.7</td><td>Relevant project experience - completed projects</td><td>Additional documents</td></tr><tr><td>T2.2.8</td><td>Relevant project experience - current projects</td><td>Additional documents</td></tr><tr><td>T2.2.9</td><td>Schedule of plant & equipment</td><td>Additional documents</td></tr></table>	SBD4	Declaration of interest	Mandatory Requirement	SBD6.1	Preference points claim form in terms of Preferential Procurement Regulations 2022	Mandatory Requirement	SBD6.2	Local production and content	Mandatory Requirement	T2.2.1	Certificate of authority for signatory	Mandatory Requirement	T2.2.2	Certificate of authority for joint ventures	Mandatory Requirement	T2.2.3	Schedule of proposed subcontractors	Additional documents	T2.2.4	Site inspection certificate	Additional documents	T2.2.5	Record of addenda to tender documents	Additional documents	T2.2.6	Capacity of Tenderer	Additional documents	T2.2.7	Relevant project experience - completed projects	Additional documents	T2.2.8	Relevant project experience - current projects	Additional documents	T2.2.9	Schedule of plant & equipment	Additional documents
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	T2.2.10	Compulsory enterprise questionnaire	Mandatory Requirement												
	T2.2.11	CIDB grading certificate	Mandatory Requirement												
	T2.2.12	Other certificates (certified copies to be inserted by tenderer), etc	Mandatory Requirement												
		• Certified copy of CIPC company registration certificate • Certified copies of ID's of shareholders, members, partners or sole owner • Letter of Good Standing from Bank where tenderer's primary transaction account is • Certified copy of B-BBEE verification certificate or sworn affidavit; a consolidated B-BBEE verification certificate or sworn affidavit to be submitted in the case of a Joint Venture • Letter of Good Standing from Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 • CSD Registration Summary Report dated not more than thirty (30) days prior to the tender closing date. • Original valid SARS tax clearance certificate and pin • Proof of locality of head office by way of certified copy of municipal account or lease agreement	Mandatory Requirement												
	T2.2.13	Completed project reference forms	Additional documents												
		Priced BoQ	Additional documents												
	THE CONTRACT (VOLUME 2) Part 1: Scope of Work C3.1 Scope of work C3.2 Health and Safety Specification C3.3 HIV/AIDS Specification C3.4 Contractors Reports C3.5 Modular Specifications Part 2: Pricing data C2.1 Pricing instructions C2.2 Preliminaries/Bill of Quantities/Final Summary SBD 3.1 Pricing Schedule – Firm Prices (Purchases) SBD 3.2 Pricing Schedule – Non-Firm Prices (Purchases) Part 3: Site information C4 Site information C5 Drawings														
C.1.4	The employer's agent is: <table border="1"> <tr> <td>Name:</td><td>Q Msiwa (Eastern Cape Province Department of Education)</td></tr> <tr> <td>Capacity:</td><td>Principal Agent</td></tr> <tr> <td>Address:</td><td>Steve Tshwete Building</td></tr> <tr> <td>Tel:</td><td>(040) 608 4707</td></tr> <tr> <td>Fax:</td><td></td></tr> <tr> <td>E-mail:</td><td>qiqile.msiwa@ecdoe.gov.za</td></tr> </table>			Name:	Q Msiwa (Eastern Cape Province Department of Education)	Capacity:	Principal Agent	Address:	Steve Tshwete Building	Tel:	(040) 608 4707	Fax:		E-mail:	qiqile.msiwa@ecdoe.gov.za
Name:	Q Msiwa (Eastern Cape Province Department of Education)														
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Address:	Steve Tshwete Building														
Tel:	(040) 608 4707														
Fax:															
E-mail:	qiqile.msiwa@ecdoe.gov.za														
C.2.1	Only those tenderers who satisfy the following eligibility criteria should submit tenders: 1. Submit an 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 the employer. 2. The tenderer is registered with the CIDB, in a 4GB or higher class of construction work. 3. The tenderer is registered on the National Treasury Central Supplier Data Base (https://secure.csd.gov.za)														

	4. The tenderer accepts that documents that have correction fluid on them will be deemed non-responsive and the documents must remain intact. 5. Tenderers adhere to the pre-qualification criteria stated in the tender document, if any.
C.2.1	Joint ventures are eligible to submit Bids provided that: 1. Every member of the joint venture must be registered with the CIDB in the General Building (GB) class of work. 2. The combined contractor grading designation of the members calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4GB class of construction work. 3. The members/parties have signed a joint venture agreement. 4. A consolidated B-BBEE verification certificate or sworn affidavit in the name of the joint venture must be submitted in order to qualify for the preference points.
C.2.7	The arrangements for the compulsory clarification meeting, if any, are as stated in the Tender Notice (T1.1). A tender will not be considered if the tenderer or their representative has not attended the compulsory briefing session. Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance register. Tender documents will not be issued at the clarification meeting.
C.2.8	Request clarification at least 7 working days before the closing time.
C2.11	All documents must be completed and signed in black permanent ink. No correction fluid must be used in the document. Incomplete bid responses may be disqualified or evaluated solely on the information contained in the bid. The ECD&E may disregard any content in the tender that is illegible and will be under no obligation whatsoever to seek clarification from the bidder.
C.2.12	If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed. Alternative Bid offer permitted: Yes ☐ No ☒

C.2.13 C.2.15	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Tender Notice (T1.1) and Invitation to Bid (SBD 1)
C.2.13.5	Tender offers shall be submitted as originals only.
C.2.13.6	A two-envelope system is not required.
C.2.13.9	Telephonic, telegraphic, telex, facsimile, emailed, electronic copy or late offers will not be accepted.
C.2.15	The closing time for submission of Tender offers is as per the Tender Notice (T1.1) and the Invitation to Bid (SBD 1).
C.2.16	The tender offer validity period is as per the Tender Notice (T1.1) and the Invitation to Bid (SBD 1).
C.2.17	Provide clarification of the tender offer in response 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.
C.2.22	Not a requirement
C.2.23	Refer to Parts 1, 2 & 3 for certificates and other documents to be submitted with the tender.
C.3.4	The time and location for opening of the tender offers are as per the Tender Notice (T1.1).
C.3.11	Financial Offer and Preference will be evaluated as follows: The 80/20 preference point system will be applicable with 80 points allocated to Price and 20 points towards B-BBEE status level of contribution. The score for price is calculated using the following formula: $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ Where: Ps = Points scored for price of tender under consideration; Pt = Price of tender under consideration and Pmin = Price of lowest acceptable tender. The following table will be used to calculate the score out of 20 (twenty) for preference based on the tenderer's B-BBEE status level of contribution: Level 1 - 20 points Level 2 - 18 points Level 3 - 14 points Level 4 - 12 points Level 5 - 8 points Level 6 - 6 points Level 7 - 4 points Level 8 - 2 point Non-compliant contributor - 0 points

	Preference points will only be awarded to those tenderers that have submitted a valid certified copy of the tendering entity's B-BBEE verification certificate verified by a SANAS approved rating agency or a sworn affidavit. 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 verification certificate or a sworn affidavit. 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 or affidavit as if they were a group structure and that such a consolidated B-BBEE scorecard or affidavit is prepared for every separate tender.
C.3.11	
C.3.13	Tender offers will only be accepted if: 1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 2. The tenderer has not: a. Abused the Employer's Supply Chain Management System; or b. Failed to perform on any previous contract and has been given a written notice to this effect; 3. The tenderer has completed the compulsory declarations 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; 4. The tenderer has registered on the Centralised Supplier Database (CSD) prior to submitting tenders (open tenders). Any prospective tenderer found to have tax matters not in order with SARS during the evaluation process will be eliminated and not be considered further; 5. The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; The tenderer is in good standing with the Compensation Fund.
C.3.17	The number of paper copies of the signed contract to be provided by the employer is 1 (one) copy of the signed contract to the successful Bidder.

T1.3 BID EVALUATION CRITERIA

T1.3: BID EVALUATION CRITERIA

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL		
TENDER NO	SCMU6-22/23-0017		
Advertising date:	03 February 2023	Closing date:	24 February 2023
Closing time:	12h00	Validity period	120 Days

	BID EVALUATION CRITERIA																																		
	This Bid will be evaluated in two stages that is admin compliance and price and preference compliance. Failure to submit the following completed and signed compulsory documents will result in elimination of the bid documents.																																		
	<table> <tr> <td>SBD1</td><td>Bid Invitation</td><td>Compulsory</td></tr> <tr> <td>SBD4</td><td>Declaration of interest</td><td>Compulsory</td></tr> <tr> <td>SBD6.1</td><td>Preference points claim form in terms of Preferential Procurement Regulations 2022</td><td>Compulsory</td></tr> <tr> <td>SBD6.2</td><td>Local production and content</td><td>Compulsory</td></tr> <tr> <td>C1.1</td><td>Form of Offer and Acceptance</td><td>Compulsory</td></tr> <tr> <td>T2.2.1</td><td>Certificate of authority for signatory</td><td>Compulsory</td></tr> <tr> <td>T2.2.2</td><td>Certificate of authority for joint ventures if applicable</td><td>Compulsory</td></tr> <tr> <td>T2.2.2</td><td>Certificate of authority for joint ventures if applicable</td><td>Compulsory</td></tr> <tr> <td>T2.2.4</td><td>Site Inspection certificate</td><td>Compulsory</td></tr> <tr> <td>T2.2.10</td><td>Compulsory enterprise questionnaire</td><td>Compulsory</td></tr> <tr> <td></td><td></td><td></td></tr> </table>		SBD1	Bid Invitation	Compulsory	SBD4	Declaration of interest	Compulsory	SBD6.1	Preference points claim form in terms of Preferential Procurement Regulations 2022	Compulsory	SBD6.2	Local production and content	Compulsory	C1.1	Form of Offer and Acceptance	Compulsory	T2.2.1	Certificate of authority for signatory	Compulsory	T2.2.2	Certificate of authority for joint ventures if applicable	Compulsory	T2.2.2	Certificate of authority for joint ventures if applicable	Compulsory	T2.2.4	Site Inspection certificate	Compulsory	T2.2.10	Compulsory enterprise questionnaire	Compulsory			
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Part 2: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.1: FORM OF OFFER AND ACCEPTANCE

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL
Tender No:	SCMU6-22/23-0017

OFFER

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

APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

.....Rand (in words);

R(in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the
tenderer

.....
(Name and address of organization)

Name and
signature of
witness Date

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

The tenderer shall within 2 (two) weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

.....
(Name and address of organization)

Name and
signature of
witness Date

Schedule of Deviations

Notes:

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

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

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

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

C1.1a

Final Summary of Bills of Quantities

**SITOROMO JSS
PREFABRICATED STRUCTURES**

Bill No	<u>FINAL SUMMARY</u>	Page No	Amount
1	Preliminaries	36	
2	External Work	44	
3	Alternative Building Technology	48	
4	Provisional Sums	49	
			R 100,000.00
			R
			R
			R

Carried to Form of Tender

C1.1b Standard Conditions of Tender

CIDB Standard Conditions of Tender (August 2019 Edition)

(As contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts in Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019)

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if:

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

conditions of tender.

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

C.2.15 Closing time

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the

tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

	outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

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C1.2 Contract Data

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

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL
Tender No:	SCMU6-22/23-0017

	The Conditions of Contract are clauses 1 to 42 of the JBCC series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee. Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.
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	CONTRACT VARIABLES THE SCHEDULE The schedule contains all the variables referred to in this document and is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the Bidder documents. Both part 1 and part 2 form part of this agreement. Spaces requiring information must be filled in, shown as "not applicable" or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets.
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42.0	PART 1: CONTRACT DATA PROVIDED BY THE EMPLOYER
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42.1	CONTRACTING AND OTHER PARTIES
42.1.1	Employer: Eastern Cape Province Department of Education Postal address: Private Bag X0032 BHISHO 5605 Tel: 040 608 4335 Fax: 040 – 602 7272 Physical address: Steve Tshwete Building Zone 6 Zwelitsha
[1.2]	

42.1.2 [1.1, 5.1]	Principal Agent: Eastern Cape Province Department of Education Agent's service: Principal Agent Postal address: Private Bag X0032 BHISHO 5605 Tel: 040 608 4335 Fax: 040 – 602 7272
42.1.3 [1.1, 5.2]	Agent (1) Agent's service: Postal address: Tel: Fax:
42.1.4 [1.1, 5.2]	Agent (2) Agent's service: Postal address: Tel: Fax:
42.1.5 [1.1, 5.2]	Agent (3) Agent's service: Postal address: Tel: Fax:
42.1.6 [1.1, 5.2]	Agent (4) Agent's service: Postal address: Tel: Fax:
42.2	CONTRACT DETAILS
42.2.1 [1.1]	Works description: Refer to document C3.1 – Scope of Work.
42.2.2 [1.1]	Site description: Refer to document C4 – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[31.1 #] [31.11.2 #] [31.12.2#]	1) Interest rate legislation: (a) in respect of interest owed by the employer , the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed to the employer , the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

42.4.4 [15.1.1]	The priced bills of quantities shall be submitted with the tender submission : Yes ☒ No ☐
42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the contract documents : No
42.4.6 [31.5.3] [32.13]	The contract value is to be adjusted using CPAP indices: Yes ☐ No ☒ Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto: 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities 2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries 4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Bidders, will not be permitted 5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 Alternative Indices: Not Applicable
42.4.7 [3.10]	Details of changes made to the provisions of JBCC standard documentation Clause 1.1 COMMENCEMENT DATE – means the date that the agreement, made in terms of the Offer and Acceptance, comes into effect. CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule. CONSTRUCTION PERIOD – means the period commencing on the date that possession of the site is given to the contractor and ending on the date of practical completion. CORRUPT PRACTICE – means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Bidder, and includes collusive practice among Bidders (prior to and after the Bidder submission) designed to establish Bidder prices at artificial non-competitive levels and to deprive the Bidder of the benefits of free and open competition. INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa,

and in particular:

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

(b) in respect of interest owed to the **employer**, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

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

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

1.6.4 No clause

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

3.7 Add at the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC Series 2000 Principal Building Agreement and Preliminaries** applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access to at all times.

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

4.3 No clause

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

10.5 Add the following as 10.5

Damage to the works

- a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and **security** measures and other steps for the protection and **security** of the **works** as the **contractor** may deem necessary
- b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

- a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute,

consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable

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

10.7 Add the following as 10.7

HIGH RISK INSURANCE

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and **security** measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon

	personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract
10.7.3 the twenty	It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting contractor's obligations in terms of the contract, the contractor shall, within one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so
10.7.4 may be	The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole
14.0	Replace the entire clause 14.0 with the following:
14.0	SECURITY
14.1	In respect of contracts with a contract sum up to R1 million, the security to be submitted by the contractor to the employer will be as a payment reduction of five percent (5%) of the value certified in the payment certificate (excluding VAT)
14.1.1	The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)
14.1.2	The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor
14.2 14.6, contractor	In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, or 14.7 as stated in the schedule. Such security shall be provided to the employer within fourteen (14) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fourteen (14) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.
14.3	Where the security as a cash deposit of ten percent (10%) of the contract sum (excluding VAT) has been selected:
14.3.1	The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fourteen (14) calendar

days from **commencement date**

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

- 14.6 Where **security** as a cash deposit of five percent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five percent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five percent (5%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**
- 14.6.2 Within twenty-one (21) calendar days of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**
- 14.6.3 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(A)
- 14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both
- 14.7 Where **security** as a payment reduction of ten percent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.7.1 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(B)
- 14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**
- 14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this agreement
- 14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2 the **employer**, in his sole discretion, and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten percent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable
- 15.1.1 No clause
- 15.1.4 Add 15.1.4 as follows:
- An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) calendar days of **commencement date**.
- The abovementioned plan shall also address all additional requirements with regard to the Coronavirus pandemic in terms of all Covid-19 legislation, regulations and guidelines as an additional safe work procedure on site.
- 15.2.1 Under 41: Amend to read as follows:
- "Give the **contractor** possession of the site within five (5) working days of the **contractor** complying with the terms of 15.1.2 and 15.1.4
- 17.1.11 Delete the words "and the appointment of **nominated and selected subcontractors**"

20.1.3 No clause

21.0 No clause

29.2.5 No clause

31.5.2 Security adjustments in terms of 14.0 and 31.8

31.1.4 Add 15.1.4 as follows:

31.8 Amend as follows:

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the
31.4.2 **works** in terms of 31.4.1 and of the **materials and goods** in terms of
following shall be certified in full. The value certified shall be subject to the
adjustments: percentage

31.8(A).1 Ninety-five percent (95%) of such value in interim **payment certificates**
issued up to the date of **practical completion**

31.8.(A).2 Ninety-seven percent (97%) of such value in interim **payment**
certificates issued on the date of **practical completion** and up to but
excluding the date of **final completion**

31.8(A).3 Ninety-nine percent (99%) of such value in interim **payment certificates**
issued on the date of **final completion** and up to but excluding the final
payment certificate in terms of 34.6

31.8(A).4 One hundred percent (100%) of such value in the final **payment certificate** in
terms of 34.6 except where the amount certified is in favour of the
employer. In such an event the payment reduction shall remain at the
adjustment level applicable to
the final **payment certificate**.

31.8(B) Where **security** is a payment reduction in term of 14.7 has been selected the
31.4.2 value of the **works** in terms of 31.4.1 and materials and goods in terms of
following shall be certified in full. The value certified shall be subject to the
adjustments: percentage

31.8(B).1 Ninety percent (90%) of such value in interim **payment certificates** issued up
to the date of **practical completion**

31.8(B).2 Ninety-seven percent (97%) of such value in interim **payment certificates**
issued on the date of **practical completion** and up to but excluding the
date of **final completion**

31.8(B).3 Ninety-nine percent (99%) of such value in interim **payment certificates**
issued on the date of **final completion** and up to but excluding the final
payment certificate in terms of 34.6

31.8(B).4 One hundred percent (100%) of such value in the final **payment certificate** in
terms of 34.6 except were the amount certified is in favour of the
employer. In such an event the payment reduction shall remain at the
adjustment level applicable to
the final **payment certificate**

31.9 Replace "twenty-one (21) calendar days" with "thirty (30) calendar days". Should the
Contractor's tax clearance certificate expire during the contract period, the Employer
shall be entitled to withhold payment without incurring any liability for interest, until a valid
tax clearance certificate is submitted to the Employer, at which point, upon that date, the
thirty (30) day period for due date of payment of the invoice shall commence.

- 31.12 Delete the following: "Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due."
- 32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the
32.5.4 **contractor**"
and
32.5.7
- 32.12 Replace "**contractor**" with "**employer**"
- 33.2 Add the following clauses 33.2.9 to 33.2.13:
- 33.2.9 the **contractor's** failure or neglect to commence with the **works** on the dates prescribed in the contract
- 33.2.10 the **contractor's** failure or neglect to proceed with the **works** in terms of the contract
- 33.2.11 the **contractor's** failure or neglect for any reason to complete the **works** in accordance with the contract
- 33.2.12 the **contractor's** refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract
- 33.2.13 the **contractor's** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa
- 34.13 Replace "seven (7) calendar days" with "thirty (30) calendar days" and delete the words:
"subject to the **employer** giving the **contractor** a tax invoice for the amount due" as per **PPFA**
- 36.3 Remove reference to "No clause", and replace "**principal agent**" with "**employer**"
- 36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of this
37.5 this agreement either by the **employer** or the **contractor**; or for any reason whatsoever
and whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on
a
38.7 date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"
- 37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)"
and
38.5.4
- 39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) **working days** of completion of such report"
- 40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"
- 40.6 under clause 41 – Remove reference to no clause
- 40.7.1 Change "(10)" to "(15)"
- Add the following to the end thereof:
- Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.

42.0	PART 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR
42.0.1	The successful contractor must have a built environment professional on his staff or he must employ one for the duration of the contract.
42.0.2	All tenders shall remain valid for a period of one hundred and twenty (120) calendar days after the tender closing date.
42.0.3	The successful tenderer will be required to submit an Approved Health and Safety File within fourteen (14) calendar days upon receipt of the letter of award.
42.0.4	The successful tenderer will be required to submit a letter of good standing from the compensation commission or FEMA within fourteen (14) calendar days upon receipt of the letter of award.
42.0.5	The successful tenderer will be required to submit a construction program and contractor's cash flow within twenty one (21) calendar days upon receipt of the letter of award.
42.0.6	At least thirty percent (30%) of the total labour force employed during the execution of the works , shall be from the local community.
	POST-TENDER INFORMATION
42.5	CONTRACT DETAILS
42.5.1	Contractor: Postal address: Tel: Fax: E-mail: TAX / VAT Registration No: Physical address:
42.5.2	The accepted contract sum inclusive of tax is R..... Amount in words:
42.5.3 [31.3]	The latest day of the month for the issue of an interim payment certificate:

42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: Alternative A ☒ Alternative B ☐								
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: Alternative A ☒ Alternative B ☐								
42.5.7 [14]	The security to be provided by the contractor: (a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1 (b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following: <table border="1"> <tr> <td>(1) cash deposit of 10% of the contract sum (excluding VAT)</td> <td>Yes ☐ No ☐</td> </tr> <tr> <td>(2) payment reduction of 10% of the value certified in the payment certificate (excluding VAT)</td> <td>Yes ☐ No ☐</td> </tr> <tr> <td>(3) cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)</td> <td>Yes ☐ No ☐</td> </tr> <tr> <td>(4) fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)</td> <td>Yes ☐ No ☐</td> </tr> </table> NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.	(1) cash deposit of 10% of the contract sum (excluding VAT)	Yes ☐ No ☐	(2) payment reduction of 10% of the value certified in the payment certificate (excluding VAT)	Yes ☐ No ☐	(3) cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)	Yes ☐ No ☐	(4) fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)	Yes ☐ No ☐
(1) cash deposit of 10% of the contract sum (excluding VAT)	Yes ☐ No ☐								
(2) payment reduction of 10% of the value certified in the payment certificate (excluding VAT)	Yes ☐ No ☐								
(3) cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)	Yes ☐ No ☐								
(4) fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)	Yes ☐ No ☐								
42.5.8 [29.7.2]	The annual building holiday period after the commencement of the construction period: from to								

42.6	DOCUMENTS															
42.6.1	Contract documents marked and annexed hereto: <table border="1"> <tr> <td>Priced bills of quantities:</td> <td>Yes ☐ No ☐</td> <td>Document marked as</td> </tr> <tr> <td>Lump sum document:</td> <td>Yes ☐ No ☐</td> <td>Document marked as</td> </tr> <tr> <td>Guarantees:</td> <td>Yes ☐ No ☐</td> <td>Document marked as</td> </tr> <tr> <td>Contract drawings:</td> <td>Yes ☐ No ☐</td> <td>Document marked as</td> </tr> <tr> <td>Other documents</td> <td>Yes ☐ No ☐</td> <td>(attach additional pages if more space is required)</td> </tr> </table> 	Priced bills of quantities:	Yes ☐ No ☐	Document marked as	Lump sum document:	Yes ☐ No ☐	Document marked as	Guarantees:	Yes ☐ No ☐	Document marked as	Contract drawings:	Yes ☐ No ☐	Document marked as	Other documents	Yes ☐ No ☐	(attach additional pages if more space is required)
Priced bills of quantities:	Yes ☐ No ☐	Document marked as														
Lump sum document:	Yes ☐ No ☐	Document marked as														
Guarantees:	Yes ☐ No ☐	Document marked as														
Contract drawings:	Yes ☐ No ☐	Document marked as														
Other documents	Yes ☐ No ☐	(attach additional pages if more space is required)														

	
--	---

42.8	SIGNATURES OF THE CONTRACTING PARTIES	
	Thus done and signed at _____ on _____	
	_____ Name of signatory	_____ for and behalf of the Employer who by signature hereof warrants authorization hereto
	_____ Capacity of signatory	_____ as Witness
	Thus done and signed at _____ on _____	
	_____ Name of signatory	_____ for and behalf of the Contractor who by signature hereof warrants authorization hereto
	_____ Capacity of signatory	_____ as Witness

C1.3 Form of Guarantee

**C 1.3.1: FIXED CONSTRUCTION GUARANTEE - JBCC 2000
PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)**

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL
Tender No:	SCMU6-22/23-0017

1. With reference to the contract between _____
_____ (hereinafter referred to as the
"contractor") and the **Eastern Cape Department of Education** (hereinafter referred to as the "**employer**").
Tender No: **SCMU6-22/23-0017** for the **APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR
SITOROMO JUNIOR SECONDARY SCHOOL** (hereinafter referred to as the "contract")
in the amount of R _____, (_____
_____) (amount in words),
(hereinafter referred to as the **contract sum** excluding VAT.)
I/We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter
referred to as the **guarantor**") advise that the **guarantor** hold at the **employer's** disposal the sum of
R _____ (_____)
(amount in words) being 5% of the **contract sum** (excluding VAT), for the due fulfilment of the contract.
2. The **guarantor** hereby renounces the benefits of the exceptions non numeratae pecunia, non causa debiti, excussionis et divisionis; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof i/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. This undertaking is neither negotiable nor transferable, and
a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
b) shall lapse on the date of the last **certificate of practical completion**; and
c) shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorized thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to:

Part 3: Returnable Schedules/Documents

T2.1 List of Returnable Documents

2.1: LIST OF RETURNABLE DOCUMENTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL		
Principal Agent:	Eastern Cape Province Department of Education	Tender No:	SCMU6-22/23-0017

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDEER EVALUATION PURPOSES

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the Bid)

Bid Document Name	Number of pages issued	Returnable Document
Declaration of Interest (SBD4)	3 Pages	☒ Yes ☐ No
Preference points claim form in terms of Preferential Procurement Regulations 2022 (SBD 6.1)	6 Pages	☒ Yes ☐ No
Local Production and Content (SBD 6.2)	7 Pages	☒ Yes ☐ No
Certificate of Authority for Signatory (T2.2.1)	1 Page	☒ Yes ☐ No
Certificate of Authority for Joint Ventures (T2.2.2)	1 Page	☒ Yes ☐ No
Schedule of Proposed Subcontractors (T2.2.3)	1 Page	☒ Yes ☐ No
Final Summary Page of Bills of Quantities (C1.1a)	1 Page	☒ Yes ☐ No
Completed Project Reference Forms (T2.2.13)	6 Pages	☒ Yes ☐ No

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Bid Document Name	Number of pages issued	Returnable Document
Site Inspection Certificate (T2.2.4)	1 Page	☐ Yes ☒ No
Capacity of the Tenderer (T2.2.6)	1 Page	☒ Yes ☐ No
Relevant Project Experience - Completed Projects (T2.2.7)	1 Page	☒ Yes ☐ No
Relevant Project Experience - Current Projects (T2.2.8)	1 Page	☒ Yes ☐ No
CIDB Grading Certificate (T2.2.11)	1 Page	☒ Yes ☐ No
CIPC Company Registration Certificate (T2.2.12)	1 Page	☒ Yes ☐ No
ID's of shareholders, members, partners or sole proprietor (T2.2.12)	1 Page	☒ Yes ☐ No
Letter of Good Standing from Bank (T2.2.12)	1 Page	☒ Yes ☐ No
B-BBEE Verification Certificate / Sworn Affidavit (T2.2.12)	1 Page	☒ Yes ☐ No
Letter of Good Standing from Compensation Fund (T2.2.12)	1 Page	☒ Yes ☐ No
CSD Registration Summary Report (T2.2.12)	1 Page	☒ Yes ☐ No
SARS Tax Clearance Certificate and Pin (T2.2.12)	1 Page	☒ Yes ☐ No
Proof of Locality of Head Office (T2.2.12)	1 Page	☒ Yes ☐ No

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Bid Document Name	Number of pages issued	Returnable Document
Record of Addenda to Tender Documents (T2.2.5)	1 Page	☒ Yes ☐ No
Schedule of Plant and Equipment (T2.2.9)	1 Page	☒ Yes ☐ No
Compulsory Enterprise Questionnaire (T2.2.10)	1 Page	☒ Yes ☐ No

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Bid Document Name	Number of pages issued	Returnable Document
Form of Offer and Acceptance (C1.1)	3 Pages	☒ Yes ☐ No
Contract Data (C1.2)	14 Pages	☒ Yes ☐ No
Applicable form of Guarantee (C1.3)	4 Pages	☐ Yes ☒ No
Priced Bills of Quantities including Preliminaries (C2.2)	50 Pages	☒ Yes ☐ No

T2.2 Returnable schedules

SBD 4 : Declaration of Interest

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....

.....

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

YES/NO

- 2.3.1 If so, furnish particulars:

.....

.....

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

3 DECLARATION

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

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS

OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

SBD 6.1 : Preference Points Claim Form

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman Ownership	2	5		
Ownership with Disabilities	1	2		
Youth Ownership	3	5		
Enterprises located in the Eastern Cape Province	3	6		
Ownership by Military Veterans	1	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

SBD 6.2: Local Production and Content

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2022, 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, 2022 (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:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Reinforcement	100%
Roof coverings	100%
Steel windows, doors and frames	100%
Sundry metalwork and structural steelwork	100%
Gutters and down pipes	100%

uPVC and HDPE pipes	100%
Electrical cables	100%
Fencing	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 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.thedti.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 (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annexure C

Local Content Declaration – Summary Schedule

(C1)	Tender No.				
(C2)	Tender Description:				
(C3)	Designated product(s)				
(C4)	Tender Authority:				
(C5)	Tender Entity Name:				
(C6)	Tender Exchange Rate:	Pula:	EU:	GBP:	
(C7)	Specified local content %				

Note: VAT to be excluded from all calculations

		Calculation of Local Content				Tender Summary					
Tender item no's	List of items	Tender price – each (excl. VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
									(C20) Total tender value		
									(C21) Total Exempt imported content		
									(C22) Total tender value net of exempt imported content		
									(C23) Total Imported content		
									(C24) Total local content		
									(C25) Average local content % of tender		

Signature of tenderer from Annex B

Date: _____

Annexure D

Imported Content Declaration – Supporting Schedule to Annex C

(D1)	Tender No.					
(D2)	Tender Description:					
(D3)	Designated product(s)					
(D4)	Tender Authority:					
(D5)	Tender Entity Name:					
(D6)	Tender Exchange Rate:	Pula:		EU:		GBP:

Note: VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content						Summary	
Tender Item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per commercial invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT	Tender QTY	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											
This total must correspond with Annex C - C21											

B. Imported directly by Tenderer				Calculation of imported content						Summary	
Tender Item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per commercial invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT	Tender QTY	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3 rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of Measure	Local Supplier	Overseas supplier	Foreign currency value as per commercial invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT	Tender QTY	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D42)	(D42)	(D43)	(D44)
(D45) Total imported value by 3 rd party											

D. Other foreign currency payments			Calculation of foreign currency		Summary of Payments	
Type of payment	Local Supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments by tenderer/or 3 rd party						

Signature of tenderer from Annex B

Date: _____

(D53) Total of imported content & foreign currency payments
(D32), (D45) & (D52) above
This total must correspond with Annex C – C23

Annexure E

SATS 1286.2011

Local Content Declaration – Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender Description:	
(E3)	Designated product(s)	
(E4)	Tender Authority:	
(E5)	Tender Entity Name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local Suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Service and Works)			

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
(E13) Total local content			

This total must correspond with annex C – C24

Signature of tenderer from Annex B

Date: _____

T2.2.1 Certificate of Authority for Signatory

T2.2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL
Tender No:	SCMU6-22/23-0017

NOTE: This returnable document must be on a company letterhead

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form on the company's letterhead.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to
sign all documents in connection with the bidder for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

T2.2.2 Certificate of Authority for Joint Ventures

T2.2.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL
Tender No:	SCMU6-22/23-0017

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender in Joint Venture and hereby authorise Mr/Ms

_____, of the company _____, acting

in the capacity of lead partner, to sign all documents in connection with the tender and any contract resulting from it on our behalf.

Name of Firm	Address	Duly Authorised Signatory
Lead Partner		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____

T2.2.3 Schedule of Proposed Subcontractors

T2.2.3: SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL
Tender No:	SCMU6-22/23-0017

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

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

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed _____

Date _____

Name _____

Position _____

Bidder _____

T2.2.4 Site Inspection Certificate

T2.2.4: SITE INSPECTION CERTIFICATE

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL
Tender No:	SCMU6-22/23-0017

I/We have visited the site for the above-mentioned works at the date specified below.

I/We have thoroughly studied the site, plans and contract documents and I/We have brought myself/ourselves fully conversant with all aspects which could possibly influence the construction of the works.

I/We further certify that I/We am/are satisfied with the description of the works and the explanation given to me/us by the Representative/Agent at the inspection and I/We fully understand the extent of the work to be done as specified and implied for the execution of this contract.

Date of Inspection: NOT APPLICABLE

Time of Inspection:

Name of Tenderer

Signature of Tender

Signature of Representative/Agent

Date

T2.2.5 Record of Addenda to Tender Documents

T2.2.5: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL
Tender No:	SCMU6-22/23-0017

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 _____

T2.2.6 Capacity of Tenderer

T2.2.6: CAPACITY OF THE TENDERER

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL
Tender No:	SCMU6-22/23-0017
WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Details of project team including CV, qualifications and proof of registration completed for each individual to be provided by Tenderer. Failure to furnish the particulars may result in the Bid being disregarded.) <i>Artisans and Employees: (Artisans and Employees to be, or are, employed for this project)</i>	

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

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

Signed:		Date:	
Name:		Position:	
Tenderer:			

T2.2.7 Relevant Project Experience - Completed Projects

T2.2.7: RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL
Tender No:	SCMU6-22/23-0017

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

Attach a Completion Certificate for each of the project provided.

The description of each project must include the following information:

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

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

Attach a separate page to address this issue (the above table is just for reference purposes).

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

Signed _____ Date _____

Name _____ Position _____

Tender _____

T2.2.8 Relevant Project Experience - Current Projects

T2.2.8: RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL
Tender No:	SCMU6-22/23-0017

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist).

Attach an Appointment letter for each of the project provided.

The description of each project must include the following information:

2. Essential introductory information:

- 2.1. Name of project.
- 2.2. Name of client.
- 2.3. Contact details of client.
- 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
- 2.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
- 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT	NAME OF CLIENT	CONTACT DETAILS OF CLIENT	CONTACT DETAILS OF REFERENCES	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						

Attach a separate page to address this issue (the above table is just for reference purposes).

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2.9 Schedule of Plant & Equipment

T2.2.9: SCHEDULE OF PLANT AND EQUIPMENT

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL
Tender No:	SCMU6-22/23-0017

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

T2.2.10 Compulsory Enterprise Questionnaire

T2.2.10: COMPULSORY ENTERPRISE QUESTIONNAIRE

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL
Tender No:	SCMU6-225/23-0017

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 income tax number*

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

Section 8: SBD6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: SBD9 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	
Enterprise name			

T2.2.11 CIDB Grading Certificate/Proof of Registration

T2.2.11: CIDB GRADING CERTIFICATE/PROOF OF REGISTRATION

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL
Tender No:	SCMU6-22/23-0017

Tenderers are required to submit with their tender:

A Certificate of Contractor Registration issued by the Construction Industry Development Board.

**NOTE: PROOF OF CIDB GRADING TO BE ATTACHED TO THIS PAGE BY
TENDERER
IN THE CASE OF A JOINT VENTURE, SEPARATE CERTIFICATES IN
RESPECT OF EACH PARTNER MUST BE SUBMITTED**

T2.2.12 Other certificates, etc

T2.2.12: OTHER CERTIFICATES, ETC TO BE PROVIDED BY TENDERER

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL
Tender No:	SCMU6-22/23-0017

Tenderers are required to submit with their tender:

- Certified copy of CIPC company registration certificate
- Certified copies of ID's of shareholders, members, partners or sole proprietor
- Letter of Good Standing from Bank where tenderer's primary transaction account is
- Certified copy of valid B-BBEE verification certificate or sworn affidavit; a consolidated B-BBEE verification certificate or sworn affidavit to be submitted in the case of a joint venture.
- Letter of Good Standing from Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993
- CSD Registration Summary Report dated not more than thirty (30) calendar days prior to the tender closing date
- Original valid SARS tax clearance certificate and pin
- Proof of locality of head office by way of certified copy of municipal account or lease agreement

NOTE: CERTIFICATES, ETC TO BE ATTACHED TO THE RELEVANT PAGE HEREAFTER
--

Insert certified copy of CIPC certificate

Insert certified copies of ID's

Insert Letter of Good Standing from Bank

**Insert Certified Copy of Valid B-BBEE Verification
Certificate or Sworn Affidavit**

**Insert Letter of Good Standing from Compensation
Fund**

Insert CSD Registration Summary Report

**Insert Original Valid SARS Tax Clearance Certificate and
Pin**

**Insert Certified Copy of Municipal Account or Lease
Agreement**

T2.2.13 Insert Completed Project Reference Forms

PROJECT REFERENCE RETURNABLE 1 OF 3

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL
Tender No:	SCMU6-22/23-0017

NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Tenderer.

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

that I was the principal agent on the following building construction project successfully
 executed by _____ (name of Tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

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

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

B. Would you consider / recommend this Tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20____

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Tenderer

Signature of Tenderer

Date

PROJECT REFERENCE RETURNABLE 2 OF 3

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL
Tender No:	SCMU6-22/23-0017

NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Tenderer.

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

that I was the principal agent on the following building construction project successfully
 executed by _____ (name of Tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

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

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

B. Would you consider / recommend this Tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20____

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Tenderer

Signature of Tenderer

Date

PROJECT REFERENCE RETURNABLE 3 OF 3

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE ADDITIONS FOR SITOROMO JUNIOR SECONDARY SCHOOL
Tender No:	SCMU6-22/23-0017

NOTE: This returnable document must be completed by the person who was the principal agent on an construction project of similar value and complexity that was completed successfully by the Tenderer.

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

that I was the principal agent on the following building construction project successfully
 executed by _____ (name of Tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

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

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

B. Would you consider / recommend this Tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20____

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Tenderer

Signature of Tenderer

Date