public works & infrastructure

Department of
Public Works & Infrastructure
FREE STATE PROVINCE

HEAD OF DEPARTMENT
MR. MOTSAMAI. E. MOHLAHLO
DEPARTMENT PUBLIC WORKS & INFRASTRUCTURE

TENDER NUMBER: DPWFS EOI 009/2021

TENDER DOCUMENTATION

PANEL OF PLUMBING CONTRACTORS TO RENDER PLUMBING RELATED EMERGENCY AND NORMAL MAINTENANCE SERVICES ON "AS AND WHEN" NEEDED FOR THE PERIOD OF THREE (3) YEARS.

DECEMBER 2021

THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE	
Physical address: OR Tambo House Cnr St Andrews Street and Markgraaff Street Bloemfontein 9301	**Post box number:** P.O. Box 690 Bloemfontein 9301
DIRECTORATE: SUPPLY CHAIN MANAGEMENT Contact Person: Name: Mr. Molebatsi Phasumane Telephone: 066 307 2629 Email: phasumanem@fsworks.gov.za	**DIRECTORATE: WORKS, DESIGN, CONSTRUCTION AND MAINTENANCE** Contact Person: Name: Mr. T.Z. Koko (Lejweleputswa & Fezile Dabi) Telephone: 057 492 0019 Email: kokot@fsworks.gov.za Name: Mr. ST Setlhabi (Motheo & Xhariep) Telephone: 051 403 7860 Email: setlhabit@fsworks.gov.za Name: Mrs. A Mashinini (Thabo Mofutsanyana) Telephone: 058 303 5145 Email: matshininia@fsworks.gov.za
TENDERER: …… …… …… …… ……	
CIDB CRS NUMBER: ……	

Contents	
The Tender	
Part T1: Tendering Procedures	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
Part T2: Returnable documents	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
The Contract	
Part C1: Agreement and Contract Data	
C1.1	Standard Conditions of Tender
C1.2	Form of Offer and Acceptance
C1.3	Contract Data
Part C2: Pricing Data	
C2.1	Pricing Instructions
C2.2	Bills of Quantities
Part C3: Scope of Work	
C3	Scope of Work
Part C4: Site information	
C4	Site Information
Part C5: Additional Returnable Documents	
C5.1	CIDB registration certificate in the grading designation stipulated in clause 2.1 above,
C5.2	A valid Tax Clearance Certificate issued by the South African Revenue Services.
C5.3	Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate),
C5.4	Valid Proof of Registration on the National Treasury`s Central Supplier`s Database must be accompany this bid
C5.5	Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,
C5.6	Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,
C5.7	Certified copy of Certificate of Incorporation (if tenderer is a Company),
C5.8	Certified copy of Founding Statement (if tenderer is a Closed Corporation),
C5.9	Certified copy of Partnership Agreement (if tenderer is a Partnership),
C5.10	Certified copy of Identity Document (if tenderer is a One-man concern),
C5.11	Joint Venture Agreement (if tenderer is a Joint Venture),
C5.12	Curriculum Vitae of Plumbing Artisan/s.

THE TENDER

PART T1: TENDERING PROCEDURES

T1.1 - Tender Notice and Invitation to Tender

TENDER NO: DPWFS (T) 009/2021

DESCRIPTION:

PANEL OF PLUMBING CONTRACTORS TO RENDER PLUMBING RELATED EMERGENCY AND NORMAL MAINTENANCE SERVICES ON "AS AND WHEN" NEEDED FOR THE PERIOD OF THREE (3) YEARS

T1.1 Tender Notice and Invitation to Tender

The Department of Public Works and Infrastructure, invites suitably qualified service providers for establishment of a prequalified list of plumbing service providers to render emergency maintenance in plumbing as and when needed for the period of three years.

*Tenderers should have a CIDB contractor grading designation of **1SO to 4SO**. Contractors who satisfy the criteria stated in this tender document will also be considered for appointment..*

Project title:	**PANEL OF PLUMBING CONTRACTORS TO RENDER PLUMBING RELATED EMERGENCY AND NORMAL MAINTENANCE SERVICES ON "AS AND WHEN" NEEDED FOR THE PERIOD OF THREE (3) YEARS**		
Tender No:	DPWFS (EOI) 007/2021		
Advertising date:	10 December 2021	Closing Date:	25 January 2021
Closing time:	11:00	Validity Period	90 Days (Calendar Days)
Compulsory Clarification Date: Time:	**NO COMPULSORY BRIEFING SESSION HELD**. Enquiries can be emailed 12h00 on 21 January 2022.		
Tenders are to be delivered to the following address on the stipulated closing date and time:	Department of Public Works and Infrastructure: Ground Floor (Main Entrance Foyer) at OR Tambo House (Old Lebohang Building); St Andrew Street; Bloemfontein		

COLLECTION OF TENDER DOCUMENTS

- Please note that bid documents are obtainable from e-tender portal on www.etenders.gov.za and www.publicworks.fs.gov.za from 14 December 2021 ***OR***
- Bid documents will also be available from 14 December 2021 between 08h00 and 15h00 at the Department of Public Works and Infrastructure - SCM Offices, Room 101B, First Floor, OR Tambo House, Cnr Markgraaf and St Andrews Street, Bloemfontein . However, a non-refundable tender / bid deposit of R1 282.00 is payable in cash (please bring the exact amount) on collection of the bid documents. [Payments to be made at Room 102, 01st Floor, OR Tambo House].
- Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents. Bid documents must be properly indexed and neatly bound.

The physical address for collection of tender documents is:

FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
Cnr St Andrews Street and Markgraaff Street
OR Tambo House
Room 101B, 1st Floor
Bloemfontein
9301

BIDS ARE TO BE COMPLETED IN ACCORDANCE WITH THE CONDITIONS AND BID RULES CONTAINED IN THE BID DOCUMENTS. BID DOCUMENTS MUST BE PROPERLY INDEXED AND NEATLY BOUNDED.

REASONS FOR DISQUALIFICATION

1. The department reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder:

   a. bidders who`s tax matters are not compliant with SARS requirements as reflected on eFiling and/or CSD at the time of award (however such bidders will be advised in writing to approach the SARS in order ensure that tax matters are compliant within a period of seven working days;
   b. bidders who submitted incomplete information and documentation according to the requirements of this bid document, e.g. not submitting both a fully completed document with all returnable documents as stated on this tender document;
   c. bidders who submitted information that is fraudulent, factually untrue or inaccurate information;
   d. bidders who received information not available to other bidders through fraudulent means.
   e. Bidders whose CIDB grading status has been suspended and/or cancelled.
   f. Bidders who do not comply with mandatory requirement as stated in this document.
   g. Telegraphic, telephonic, telefax, facsimile and late tenders will not be accepted.
   h. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data

GRADING AND DISTRICT FOR WHICH THE BIDDER IS APPLYING FOR:

CIDB GRADING	TICK GRADING	TICK REGION	TICK REGION	TICK REGION	TICK REGION	TICK REGION
1 SO / PE – 4 SO /PE	1 SO / PE– 4 SO / PE	MOTHEO	XHARIEP	LEJWELEPUTSWA	FEZILE DABI	THABO MOFUTSANYANA
1 SO / PE						
2 SO / PE						
3 SO / PE						
4 SO / PE						

Notes:

- *Bidders must tick only one region and grading, failure which will lead to disqualification.*

EVALUATION BIDS RECEIVED:

1. STAGE ONE: MANDATORY REQUIREMENTS

1.1. Mandatory Requirements

- Bidders must provide the unique security pin issued by the South African Revenue Services before the closing of this bid.
- Bidders must be registered and active on the Central Supplier Database before the date of closing of this bid. A valid CSD master registration number must be provided to that effect. A full report must be attached to the bid document and not a summary report.
    - However, joint ventures, partnerships, including unincorporated partnerships must register on the CSD within 15 days of the date of bid advert closing.
- Potential Bidders must have a contractor registered at CIDB Grading Levels 1SO to 4SO.
- Pre-qualification criteria in line with the PPR of 2017:
    - Only contractors who have B-BBEE level one (1) of contribution certificate will be considered, i.e. B-BBEE Certificate Level 2 contribution and below will not be considered. (Where trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender. An original or certified copy of the original must be attached.
- A valid letter of good standing issued by the Department of Labour.
    - Each bidder must provide proof of compliance with Compensation for Occupational Injuries and Diseases Act (COIDA).
- Attach a valid municipal services (water, sanitation, rates and electricity) clearance certificate or a current bill of account not owing more than ninety (90) days or a valid lease agreement with a current statement from the lessor not owing more than ninety (90) days.
- Duly Signed and Completed SBD 6.2 - Requirements for local production and content for steel products and components for construction.
- Duly Signed and Completed SBD documents (SBD 1, SBD4, SBD 6.2, SBD 8, and SBD 9).
- Duly signed and completed – Annual Financial Declaration.
- **All documents must be completed in writing with a black ink.**

1.2 Non – Mandatory requirements required for evaluation purposes:

1.2.1 This contract may be awarded to a tenderer that did not score the highest points in accordance with PPPFA act is such a bidder is based in Free State Province where the project is taking place.

1.2.2 A valid Tax Compliance Status which will be verified by a unique security Personal Identification number (PIN) issued by the South African Revenue Services and/or CSD report showing a compliant tax status (where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must have a compliant tax status) which will be confirmed at the time of award.

1.2.3 Completed and signed schedule of equipment offered. (Refer to the relevant section in the specification).

1.2.4 Duly completed and signed SBD 6.1 – Preference points claim form in terms of the Preferential Procurement Regulations 2017.

1.2.5 Attach appointment letters and completion certificates of projects where similar natures of works were carried by the contractor. Only projects above R0 for grading levels 01 and 02; and only projects above R200 0001 for grading 03 and 04 will be considered as reference. The tenderer must complete the schedule of contractor`s experience.

1.2.6 Attach curriculum vitae of relevant staff in the format of the Resource Information Sheet provided.

1.3 STAGE TWO: EVALUATION ON FUNCTIONALITY CRITERIA

1.3.1 The evaluation on functionality criteria will be evaluated based on the following information:

a. Attach detailed document for project Implementation plan with clear timeframes

(i) This plan must also include understanding of the scope or terms of reference.
(ii) The resource allocation for emergency and callouts.
(iii) The material procurement plan for emergency work and callouts.

b. Attach verifiable experience of key staff who have previously worked on similar projects.

c. **This proposal will first be evaluated on the basis of functionality and bidders who fail to obtain a minimum of 80 points out of 100 points for functionality will not be considered for further evaluation on price and preference.**

d. **Evaluation criteria for grading levels01 and 02 is different to evaluation criteria for grading levels 03 to 04, however the points are allocated and scored the same way for each sub – criteria.**

e. **Bidders who score the minimum points required for functionality will be evaluated on price and preference using the 80/20 preference point system.**

1.3.2 The functionality criteria will be as follows: *(Starts on the next page)*

a. Paper Based / Functionality Evaluation

(i) A paper based functionality evaluation will be carried out on all shortlisted bids.

(ii) Bids that score below the minimum threshold of 80 points in respect of functionality per category will be regarded as non-responsive and will therefore be disqualified.

(iii) Functionality evaluation will be based on the following criteria:

NOTE: EACH BIDDER IS ALLOWED TO BID FOR ONE REGION ONLY.

NOTE: Each bidder is allowed to bid for one region only.

EVALUATION CRITERIA FOR GRADING LEVELS 01 AND 02:

No	Criteria for functionality CIDB Grade 1SO to 2SO	Points
1	**CAPACITY OF THE CONTRACTOR TO CARRY OUT WORKS**	30
1.1	Relevant Company Experience in emergency maintenance within the period of five years. (From June 2016 to date) appointment letters or purchase orders, and completion letters, reference letters must be attached) • Maintenance work completed up to R50 000 = 5 points • Maintenance work completed at R50 001 - R100 000 = 10 points • Maintenance work completed at R100 001 – R150 000 = 15 points • Maintenance work completed at R150 001 – R200 000 = 20 points • Maintenance work completed at R200 001 and above = 30 points **Only maximum of two combined letters or purchase order will be allowed for allocation of points for maximum completed project values**.	
2	**Human Resource Capacity**	25
2.1	Relevant Skills for Artisan, minimum of five years working experience, Attributes and Competencies in Plumbing trade: (Red Seal Trade Test with accredited training centers, CV must be attached and resource sheet must be completed.) • Qualified Plumber with 10 years' experience & more = 25 points • Qualified Plumber with 5 to 10 years' experience = 15 points • Qualified Plumber with 1 to 5 years' experience = 10 points • Qualified Plumber with less than 1 year experience = 0 points *Failure to complete this form (resource information sheet) and provide certified and valid supporting documents will result in the bidder forfeiting these points.*	
3	**Service Vehicles**	20
3.1	Service vehicle in the name of the company or on the owner's name and proof to be attached. In the Case of rental or lease agreement proof must be attached. • 2 or more service vehicles = 15 points • 1 service vehicle = 5 points • No service vehicle = 0 points	
4	**Implementation Plan / Methodology**	20
4.1	List and describe how different types of emergencies are going to be handled from call – out to completion: The detailed Implementation Plan must include: a. Scope description and understanding of what exactly emergency services entail = 5 points b. Handling of emergency work and callouts = 5 points c. Availability of material and resources during emergencies = 5 points d. Procedures of the contractor's claim processes = 5 points	

5	**Locality**	10
5.1	This address must correspond with the address on the CIPC and Municipal Clearance or Lease agreement: • Fully operational office in the district for which the bidder is applying for = 10 points • No operational office in the district for which the bidder is applying for = 0 points • Non – Free State based = 0 points The Department reserves the right to visit the site to conduct inspection and verify its existence. Misrepresentation of information will result in disqualification and/or termination of contract.	
TOTAL (Minimum score 80%)		**100**

The scoring criteria will be as follows:

Rating	Score out of 5	Score out of 10	Approach and methodology
Poor	1	2	The approach and / or methodology is poor / is very unlikely to satisfy project objectives or requirements. The tenderer has completely misunderstood all aspects of the scope of work and does not deal with any critical aspects of the project.
Average	2	4	The approach and / or methodology is not good / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Good	3	6	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc, is too generic.
Very Good	4	8	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc, is specifically tailored to the critical characteristics of the project.
Excellent	5	10	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

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

Signed at: _____ Date: _____

Signed by: _____ Position: _____

Tenderer`s Name: _____

_____

EVALUATION CRITERIA FOR GRADING LEVELS 03 AND 04:

No	Criteria for functionality CIDB Grade 3SO to 4SO	Points
1	**CAPACITY OF THE CONTRACTOR TO CARRY OUT WORKS**	30

1.1	Relevant Company Experience in emergency maintenance within the period of five years. (From June 2016 to date) appointment letters or purchase orders, and completion letters, reference letters must be attached) • Maintenance work completed up to R200 000 = 5 points • Maintenance work completed at R250 001 – R300 000 = 10 points • Maintenance work completed at R300 001 – R350 000 = 15 points • Maintenance work completed at R450 001 – R500 000 = 20 points • Maintenance work completed at R500 001 and above = 30 points **Only maximum of two combined letters or purchase order will be allowed for allocation of points for maximum completed project values**.	
2	**Human Resource Capacity**	25
2.1	Relevant Skills for Artisan, minimum of five years working experience, Attributes and Competencies in Plumbing trade: (Red Seal Trade Test with accredited training centers, CV must be attached and resource sheet must be completed.) • Qualified Plumber with 10 years' experience & more = 25 points • Qualified Plumber with 5 to 10 years' experience = 15 points • Qualified Plumber with 1 to 5 years' experience = 10 points • Qualified Plumber with less than 1 year experience = 0 points *Failure to complete this form (resource information sheet) and provide certified and valid supporting documents will result in the bidder forfeiting these points.*	
3	**Service Vehicles**	20
3.1	Service vehicle in the name of the company or on the owner's name and proof to be attached. In the Case of rental or lease agreement proof must be attached. • 2 or more service vehicles = 15 points • 1 service vehicle = 5 points • No service vehicle = 0 points	
4	**Implementation Plan / Methodology**	20
4.1	List and describe how different types of emergencies are going to be handled from call – out to completion: The detailed Implementation Plan must include: e. Scope description and understanding of what exactly emergency services entail = 5 points f. Handling of emergency work and callouts = 5 points g. Availability of material and resources during emergencies = 5 points h. Procedures of the contractor's claim processes = 5 points	
5	**Locality**	10
5.1	This address must correspond with the address on the CIPC and Municipal Clearance or Lease agreement: • Fully operational office in the district for which the bidder is applying for = 10 points • No operational office in the district for which the bidder is applying for = 0 points • Non – Free State based = 0 points The Department reserves the right to visit the site to conduct inspection and verify its existence. Misrepresentation of information will result in disqualification and/or termination of contract.	

TOTAL (Minimum score 80%)	**100**

The scoring criteria will be as follows:

Rating	Score out of 5	Score out of 10	Approach and methodology
Poor	1	2	The approach and / or methodology is poor / is very unlikely to satisfy project objectives or requirements. The tenderer has completely misunderstood all aspects of the scope of work and does not deal with any critical aspects of the project.
Average	2	4	The approach and / or methodology is not good / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Good	3	6	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc, is too generic.
Very Good	4	8	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc, is specifically tailored to the critical characteristics of the project.
Excellent	5	10	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

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

Signed at: _____ Date: _____

Signed by: _____ Position: _____

Tenderer`s Name: _____

_____

1.4 STAGE THREE: EVALUATION ON PRICE AND PREFERENCE

1.4.1 Pricing on the project in order to achieve the objectives of the Preferential Procurement Regulations.

1.4.2 The Department is committed to achieving the government's objectives of the transformation of the economy economic transformation as set out in the Preferential Procurement Policy Framework Act, the B-BBEE act and the Preferential Procurement Regulations of 2017.

1.4.3 The 80/20 preference point system applicable to price quotations and tenders with a rand value between R30 000 and R50 million (all applicable taxes included), will be used for evaluation this bid

1.4.4 The scoring of points for price and preference system in terms of the 80/20 preference point system where the lowest price score 80 points for price.

1.4.5 The score for price will be based on the total rates for labour hours which the bidders will provide, however this will not be regarded as the final bid amount.

1.4.6 Calculating of points for B-BBEE status level of contribution points will be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the below process.

Table 1:

Price	80
Level of contribution towards B-BBEE	20

1.4.7 Allocation of points in terms of the 80/20 preference point system.

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

Points awarded for B-BBEE status level of contributor

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

Table 2:

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

5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

1.4.9 Claiming of preference points for B-BBEE level:

i) Bidders will be required to complete the preference claim form (SBD 6.1) and submit their sworn affidavit (only for EME and QSE), valid original or certified copy of B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level points.

ii) The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

iii) Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a sworn affidavit (only for EME and QSE) or B-BBEE status level certificate issued by a SANAS accredited verification agency will be considered for preference points.

iv) Tenderers who qualify as EMEs may submit a sworn affidavit signed by the EME representative and attested by a Commissioner of oaths for purposes of claiming preference points.

v) Failure on the part of the bidder to comply with the requirements above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

vi) The department may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

vii) The total points scored will be rounded off to the nearest 2 decimals.

viii) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.

ix) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

x) **A contract may, on reasonable and justifiable grounds, this bid may be awarded to a bid that did not score the highest number of points in line with the PPPFA regulations of 2017, regulation 11 on Objective Criteria. Preference will be given to Free State based contractors.**

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

TENDER NO: DPWFS (T) 009/2021
DESCRIPTION: PANEL OF PLUMBING CONTRACTORS TO RENDER PLUMBING RELATED EMERGENCY AND NORMAL MAINTENANCE SERVICES ON "AS AND WHEN" NEEDED FOR THE PERIOD OF THREE (3) YEARS

T1.2 TENDER Data

The additional conditions of tender are:

Clause Number	Tender Data
F.1.1	The employer is the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, Free State Provincial Government.
F.1.2	For this contract the following documents will be adopted. The single volume procurement document issued by the employer comprise of the following: **The Tender** **Part T1: Tendering Procedures** T1.1 Tender notice and invitation to tender T1.2 Tender data **Annexure A** Standard Conditions of Tender **Part T2: Returnable Documents** T2.1 List of returnable documents T2.2 Returnable schedules **The Contract** **Part C1: Agreements and Contract Data** C1.1 Form of offer and acceptance C1.2 Contract data **Part C2: Pricing data** C2.1 Pricing Instructions C2.2 Activity schedules / **Bills of Quantities** **Part C3: Scope of work** **Part C4 : Site information** **Part C5 : Additional returnable documents**
F.1.4	The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer. **Technical Queries –** Mr. ST Setlhabi 051 403 7860 setlhabit@fsworks.gov.za

	Bidding Process – Mr. Molebatsi Phasumane 066 307 2629 phasumanem@fsworks.gov.za / Room 101B, OR Tambo House, Cnr St Andrews Street and Markgraaff Street, Bloemfontein, 9301 **Note: All queries should be on email and copied to the two (2) email addresses above.**
F.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: • **Potential Bidders must have a contractor registered at CIDB Grading Levels 1SO to 4SO.**
F.2.7	No compulsory clarification meeting will be held.
F.2.8	Tenderers may request clarification of the tender documents by notifying the employer at least three (3) working days before the closing time and date stated in the tender data.
F.2.12	No alterative tender offers will be considered
F.2.13.3	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing all of the Returnable Documents and signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
F.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.
F.2.13.5	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: **Location of tender box:** Main Entrance Foyer of OR Tambo House, Cnr St Andrews Street and Markgraaff Street, Bloemfontein, 9301, Free State Province **Identification details:** Tenders are to be clearly marked with the tender number, project description and name and address of the tenderer. **DPWFS (T) 009/2021: PANEL OF PLUMBING CONTRACTORS TO RENDER PLUMBING RELATED EMERGENCY AND NORMAL MAINTENANCE SERVICES ON "AS AND WHEN" NEEDED FOR THE PERIOD OF THREE (3) YEARS**
F2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.14	Tenderers are alerted 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.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.15	The closing time and location for the submission of tender offers is: **Time:** **25 January 2021 at 11:00am** **Location:** Main Entrance Foyer of OR Tambo House, Cnr St Andrews Street and Markgraaff Street, Bloemfontein, 9301, Free State Province
F.2.16	The tender offer validity period is 90 calendar days
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.23	The tenderer is required to submit with his tender the following documentation / information: • CIDB registration certificate in the grading designation stipulated in clause 2.1 above, • A valid Tax Clearance Certificate issued by the South African Revenue Services. • Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate), • Valid Proof of Registration on the National Treasury`s Central Supplier`s Database must be accompany this bid • Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002, • Certified copy of Unemployment Insurance Certificate, Act 4 of 2002, • Certified copy of Certificate of Incorporation (if tenderer is a Company), • Certified copy of Founding Statement (if tenderer is a Closed Corporation), • Certified copy of Partnership Agreement (if tenderer is a Partnership), • Certified copy of Identity Document (if tenderer is a One-man concern), • Joint Venture Agreement (if tenderer is a Joint Venture), • Curriculum Vitae of Artisan/s.
F.3.4	Tenders will be opened immediately after the closing time for tenders. The location for opening of the tender offers, immediately after the closing time thereof shall be at: Main Entrance Foyer of OR Tambo House, Cnr St Andrews Street and Markgraaff Street, Bloemfontein, 9301, Free State Province
F.3.5	A two-envelope procedure will not be followed.
F.3.11.1	The procedure for the evaluation of responsive tenders is: mandatory requirements, functionality, price and preference.

F.3.11.2	**Scoring Financial Offer:** Tender offers will be scored using the following formula: $N_{FO} = P_m/P \times W_1$ where N_{FO} = number of tender evaluation points awarded for the financial offer. W_1 = the percentage score given for financial offer as stated in the Notice and Invitation to Tender T1.1 P_m = the comparative offer of the most favourable tender offer. P = the comparative offer of tender offer under consideration. where W_1 = the number of tender evaluation points for financial offer and equals: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000. **Scoring Preferences:** Up to 10 points will be awarded to the tenderer who completes the preferencing schedule and who is found to be eligible for the preference claimed.
F.3.11.3	The functionality criteria and maximum score in respect of each of the criteria for a particular service are as follows: a) Tender offers scoring less than a minimum 80 ***points*** in respect of the **100** total evaluation points for functionality will be regarded as non-responsive and removed from any further evaluation.
F3.13.1	Tender offers will only be accepted if: **1.1** Provide unique security personal identification number (PIN) issued by the South African Revenue Services and/or Central Supplier Database`s MAAA number which will be used to verify valid tax compliance status of the bidding entity. (Where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must have a compliant tax status which will be confirmed at the time of award). **1.2** A valid proof of registration on the National Treasury`s Central Supplier`s Database must be accompany this bid (where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate or a unique security personal Identification number). o If a tender is a JV or partnership, to register the joint venture or partnership on the CSD (including unincorporated partnership), including having joint venture or partnership VAT registration number and joint venture or partnership bank account. **1.3** Potential Bidders must have a contractor registered at CIDB Grading Levels 1SO to 4SO as part of their team. (Must be active on the date of advert closing and a valid proof must be provided). 6GB PE contractors who meet the criteria stated in the tender document may submit bids. (Valid proof must be attached). **1.4** Pre-qualification criteria in line with the PPR of 2017: o Only contractors who have B-BBEE level one (1) of contribution certificate will be considered, i.e. B-BBEE Certificate Level two (2) to eight (8) contribution will not be considered. (Where trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender. An original or certified copy of the original must be attached. **1.5** A valid letter of good standing issued by the Department of Labour must accompany the bid: o Each bidder must provide proof of compliance to Unemployment Insurance Fund (UIF) and Compensation for Occupational Injuries and Diseases Act (COIDA).

	1.6 Attach a valid municipal services (water, sanitation, rates and electricity) clearance certificate or a current bill of account not owing more than one hundred and twenty (120) days or a valid lease agreement with a current statement from the lessor not owing more than one hundred and twenty (120) days. **1.7** Duly Signed and Completed SBD 6.2 - Requirements for local production and content for steel products and components for construction. **1.8** Duly Signed and Completed SBD documents (SBD 1, SBD 4, SBD 6.2, SBD 8, SBD 9). **1.9** Duly signed and completed – Annual Financial Declaration. **1.10** Attendance of the mandatory clarification meeting the details of which are listed in the tender notice and invitation. **1.11** **All documents must be completed in writing with a black ink.**
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one.

T1.2 TENDER DATA

CONSTRUCTION INDUSTRY DEVELOPMENT BOARD
STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS

AUGUST 2019

This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, (as amended) issued in terms of section 33.

The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692 of 1 February 2008, Board Notice 11 of 2009 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010 and Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015.

Contents

1 Scope
2 Normative references
3 Definitions
4 Requirements
4.1 General
4.2 Solicitation of tender offers
4.2.1 General
4.2.2 Activities associated with the solicitation of tender offers
4.2.3 Competitive selection procedures

4.3 The evaluation of tenders on functionality
4.3.1 Process for evaluation of Tenders on Functionality
4.3.2 Functionality in different contracting strategies
4.4 Procurement documents
4.4.1 General
4.4.2 Tender Data

4.4.3 Contract data
4.4.4 Submission Data
4.4.5 Subcontracting as a condition to tender
4.4.6 Scope of work
4.4 Applying the cidb register of contractors to public contracts

Annex A: Standard Tender Notice and Invitation to Tender Annex B: Form of Offer and Acceptance
Annex C: Standard Conditions of Tender
Annex D: Standard Conditions for the calling for Expressions of Interest
Annex E: Standard Notice and Invitation to submit an Expression of Interest Annex F: Record of Addenda to Tender Documents
Annex G: Compulsory Enterprise Questionnaire

STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS

1. Scope

This standard establishes requirements for engineering and construction works contracts aimed at bringing about standardization and uniformity in construction contracts documentation, practices and procedures.

2. Normative references

The following referenced documents are for the application of this standard.

For undated references, the latest edition of the referenced document (including any amendments) applies.

2.1 Conditions of Contract for Construction for Building and Engineering Works designed by the Employer ("Red Book") as published by the International Federation of Consulting Engineers (FIDIC).

2.2 Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant and for Building and Engineering Works, designed by the Contractor ("Yellow Book") as published by the International Federation of Consulting Engineers (FIDIC).

2.3 Conditions of Contract for EPC Turnkey Projects ("Silver Book") as published by the International Federation of Consulting Engineers (FIDIC).

2.4 Conditions of Contract for Design, Build and Operate Projects ("Gold Book") as published by the International Federation of Consulting Engineers (FIDIC).

2.5 General Conditions of Contract for Construction Works as published by the South African Institution of Civil Engineering.

2.6 JBCC Series 2000 Principal Building Agreement as published by the Joint Building Contracts Committee.

2.7 JBCC Series 2000 Minor Works Agreement as published by the Joint Building Contracts Committee.

2.8 NEC3 Engineering and Construction Short Contract as published by the Institution of Civil Engineers.

2.9 NEC3 Engineering and Construction Contract as published by the Institution of Civil Engineers.

2.10 Short Form of Contract ("Green Book") as published by the International Federation of Consulting Engineers (FIDIC).

2.11 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 (as amended).

2.12 South African Bureau of Standards, SANS 10845-1, Construction procurement - Part 1: Processes, methods and procedures.

2.13 South African Bureau of Standards, SANS 10845-2, Construction procurement - Part 2: Formatting and compilation of procurement documentation.

2.14 South African Bureau of Standards, SANS 10845-3, Construction procurement - Part 3: Standard conditions of tender.

2.15 South African Bureau of Standards, SANS 10845-4, Construction procurement - Part 4: Standard conditions for the calling for expressions of interest.

3. Definitions

For purposes of this standard, the following definitions apply:

3.1 **black people** means Africans, Coloureds and Indians -

(a) who are citizens of the Republic of South Africa by birth or descent; or

(b) who became citizens of the Republic of South Africa by naturalisation -

(i) before 27 April 1994; or

(ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date.

3.2 **capability** means the abilities necessary to perform at the required level;

3.3 **capacity** means the resources (human capital, financial, physical assets, systems, procedures) which a tenderer puts at the disposal of the project to select, fund and execute the work;

3.4 **conflict of interest** means any situation in which someone in a position of trust has competing professional or personal interests which make it difficult for him to fulfill his duties impartially, an individual or the tenderer is in a position to exploit a professional or official capacity in some way for his personal or for corporate benefit, or incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee;

3.5 **contracting strategy** means strategy that defines the nature of the relationship which the employer wishes to foster with the contractor, which in turn determines the risks and responsibilities between the parties to the contract and the methodology by which the contractor is to be paid;

3.6 **contract data** means document that identifies the applicable conditions of a contract and states the associated contract-specific data;

3.7 **design and build** means contract in which a contractor designs a project based on a brief provided by the employer and constructs it;

3.8 **develop and construct** means contract based on a scheme design prepared by the employer under which a contractor produces drawings and constructs it;

3.9 **design by employer** means contract under which a contractor undertakes only construction based on full designs issued by the employer;

3.10 **employer** means an organ of state entering into a contract with a contractor for the provision of engineering and construction works;

3.11 **expression of interest** means a request for respondents to register their interest in undertaking a specific contract or to participate in a project or programme and to submit their credentials, so they may, in terms of the employer's procurement procedures, be invited to submit a tender offer should they qualify or be selected to do so;

3.12 **financial offer** means the cost of the procurement in monetary terms;

3.13 form of offer and acceptance means the documents that formalize the legal process of offer and acceptance;

3.14 functionality means the ability of a tenderer to provide engineering and construction works in accordance with specifications as set out in the tender documents;

3.15 invitation to tender means formal invitation to qualified tenderers to make a written offer for construction works;

3.16 list of returnable documents means document that lists everything the employer requires a tenderer to include with the tender submission;

3.17 management contractor means contract under which a contractor provides consultation during the design stage and is responsible for planning and managing all post contract activities for contractors and the performance of the whole contract;

3.18 notice and invitation to submit an expression of interest means the document that alerts respondents to submit their credentials in order to be admitted to an electronic database or to be invited to submit tenders should they satisfy the stated criteria;

3.19 potentially emerging enterprise means an enterprise which is least 50 percent owned, managed and controlled by black people;

3.20 preference means points awarded for Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution;

3.21 pricing assumptions means the document that provides the criteria and assumptions which are assumed in the contract and which the tenderer has taken into account when developing his prices, or target in the case of target cost contracts;

3.22 quality means totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs;

3.23 scope of work means the documentation that specifies and describes the engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed;

3.24 services contract means the contract for the provision of labour or work, including knowledge-based expertise, carried out by hand, or with the assistance of equipment and plant;

3.25 site information means the document that describes the site as at the time of tender, to enable the tenderer to price tender and to decide upon the method of working and programming;

3.26 submission data means document that establishes the respondent's obligations in responding to a call for an expression of interest and the employer's undertakings in administering the process of calling for and receiving expressions of interest;

3.27 term contract means a contract that enables the employer to order work during a prescribed period at agreed rate;

3.28 tender data means the document that establishes the tenderer's obligations in submitting a tender and the employer's undertakings in administering the tender process and evaluating tender offers;

3.29 tenderer means a cidb registered sole proprietor, partnership or trust who establishes a company or close corporation in terms of the Companies Act, 1973 or the Close Corporations Act, 1984; submitting a tender offer;

3.30 tender notice means a formal communication to tenderers to submit competitive tenders;

3.31 tender offer means a written offer to carry out engineering and construction works under given conditions, usually at a stated price, and which is capable of acceptance and conversion into a binding contract;

3.32 threshold means a monetary value of a procurement contract established in any legislation governing procurement or by the executive of an institution, below which a procedure must be used.

4 Requirements

4.1 General

Procurement of construction works shall be undertaken in accordance with:

a) the provisions of legislation regulating procurement;

b) the cidb Code of Conduct for all parties engaged in Construction Procurement published in terms of section 5(4) of the Construction Industry Development Board Act.

4.2. Solicitation of tender offers

4.2.1 General

4.2.1.1 Tender offers shall be solicited using one of the Standard Procurement Procedures and Tender Evaluation Methods described in Table 1.

4.2.1.2 As a general rule, engineering and construction works contract shall be solicited using Standard Methods of procuring different categories of engineering and construction works contracts in accordance with the provisions of Table 2.

4.2.1.3 The scope of work, terms and conditions and prices that are negotiated in the negotiation procedure, the proposal procedure using the two-stage system or the competitive negotiation procedure shall be in the best interests of the employer.

4.2.1.4 Minutes of such negotiations and the reasons for pursuing such procedures shall be kept for record and audit purposes.

4.2.1.5 Subject to section 23(2) of the Construction Industry Development Board Act, 38 of 2000, all tender offers above the prescribed tender value published by the Minister shall include a condition that such contracts comply with the cidb best practice standards, published in terms of project assessment scheme.

4.2.2 Activities associated with the solicitation of tender offers

4.2.2.1 Preparation of procurement documents

a) Procurement documents for engineering and construction works contract shall in general:

i) require tenderers to submit particulars sufficient for the employer to evaluate their tenders and to assess their status, capabilities and capacities to perform the contract;

ii) set out, in a clear and unambiguous manner, the criteria by which tenders are to be evaluated;

iii) define the risks, liabilities and contractual obligations of the parties to the contract;

iv) define the nature and quality of construction works to be provided in the performance of the contract.

Table 1: Standard Procurement Procedures and Tender Evaluation Methods

Procedure			Description
PP1	Negotiation procedure		A tender offer is solicited from a single tenderer.
PP2	Competitive selection procedure		Any procurement procedure in which the contract is normally awarded to the contractor who submits the lowest financial offer or obtains the highest number of tender evaluation points.
	PP2A	Nominated procedure	Tenderers that satisfy prescribed criteria are accepted to an electronic data base. Tenderers are invited to submit tender offers based on search criteria and their position on the data base. Tenderers are repositioned on the data base upon appointment or upon the submission of a tender offer.
	PP2B	Open procedure	Tenderers must submit tender offers in response to an advertisement by the employer to do so.
	PP2C	Qualified procedure	A call for expressions of interest is advertised and thereafter only those tenderers who have expressed interest, satisfy objective criteria and who are selected to submit tender offers, are invited to do so.
	PP2D	Quotation procedure	Tender offers are solicited from not less than three tenderers in any manner the employer chooses, subject to the procedures being fair, equitable, transparent, competitive and cost-effective.
	PP2E	Proposal procedure using the two-envelope system	Tenderers submit technical and financial proposals in two envelopes. The financial proposal is only opened should the technical proposal be found to be acceptable.
	PP2F	Proposal procedure using the two-stage system	Non-financial proposal are called for. Tender offers are then invited from those tenderers that submit acceptable proposals based on revised procurement documents. Alternatively, a contract is negotiated with the tenderer scoring the highest number of evaluation points.
	PP2G	Shopping procedure	Written or verbal offers are solicited in respect of readily available goods obtained from three sources. The goods are purchased from the source providing the lowest price once it is confirmed in writing.
PP3	Competitive negotiation procedure		A procurement procedure which reduces the number of tenderers competing for the contract through a series of negotiations until the remaining tenderers are invited to submit final offers.
	PP3A	Restricted competitive negotiations	A call for expressions of interest is advertised and thereafter only those tenderers who have expressed interest, satisfy objective criteria and who are selected to submit tender offers, are invited to do so. The employer evaluates the offers and determines who may enter into competitive negotiations.
	PP3B	Open competitive negotiations	Tenderers must submit tender offers in response to an advertisement by the employer to do so. The employer evaluates the offers and determines who may enter into competitive negotiations.

Table 2: Standard methods for procuring different categories of engineering and construction works contracts

Category of contract	Type of contracting strategies	Definitions	Standard Procurement Procedure
Engineering and construction works	Design by employer	Contract under which a contractor undertakes only construction based on full designs issued by the employer	PP2B Open Procedure
	Design and build	Contract in which a contractor designs a project based on a brief provided by the employer and constructs it	PP2E Proposal Procedure using two-stage system PP2C Qualified Procedure and eligibility criteria framed around the attainment of a minimum functionality score or requirements PP3A Restricted Competitive Negotiation Procedure
	Develop and construct	Contract based on a scheme design prepared by the employer under which a contractor produces drawings and constructs	

Category of contract	Type of contracting strategies	Definitions	Standard Procurement Procedure
	Management contractor / Construction Management	Contract under which a contractor provides consultation during the design stage and is responsible for planning and managing all post contract activities for contractors and the performance of the whole contract	PP3B Open Competitive Negotiation Procedure

4.2.2.2 The employer shall apply the Register of Contractors as a requirement to any contracting strategy in Table 2 above for engineering and construction works contract.

4.2.3 Competitive negotiation procedures

4.2.3.1 The competitive negotiation procedures shall be used to negotiate with a number of responsive and qualified tenderers in order to arrive at the most acceptable offer in terms of one of the methods for the evaluation of tenders.

4.2.3.2 The employer shall negotiate with responsive and qualified tenderers when using the competitive negotiation procedures through one or more rounds of competitive negotiations, based on their rankings or the number of tender evaluation points, until the remaining tenderers are invited to submit final offers. During such negotiations, the employer:

a) shall ensure equal treatment of all tenderers and not provide any requirements, criteria, guidelines, documents, clarification or other information relative to the negotiations in a discriminatory manner which may give some tenderers an advantage over others;

b) may provide for the negotiated procedure to take place in successive stages in order to reduce the number of tenders to be negotiated with, by applying the evaluation criteria disclosed in the procurement documents that are issued to tenderers;

c) may not reveal to the other participants solutions proposed or other confidential information communicated by a tenderer participating in the process without that tenderer's agreement;

d) may request that tender offers be clarified, specified and fine-tuned provided that such clarification, specification, fine-tuning or additional information does not:

i) involve changes to the basic features of the tender process or the tender data; or

ii) alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect on the tender process; and

e) shall close the negotiation with tenderers when solutions which are capable of meeting its needs are identified, inform the tenderers accordingly and call for best and final offers.

4.2.3.3 Tenderers shall be informed of the competitive negotiation process and notified of the evaluation criteria and associated weightings in the tender data. The evaluation criteria associated with each successive round of negotiations shall not be varied. Tenderers shall be notified in advance of the weighting attached to each category or subcategory of evaluation criteria whenever another round of offers is called for.

4.3 Evaluation of Tenders on Functionality

Generally, tender submissions are evaluated in terms of "Financial offer and preference". In the event of "functionality" being introduced as part of an evaluation criteria, such a requirement must be stated in the tender documents.

4.3.1 Process for Evaluation of Tenders on Functionality

4.3.1.1 The evaluation criteria for measuring functionality must be objective.

4.3.1.2 The tender documents must specify-
a) the evaluation criteria for measuring functionality;
b) the points for each criteria and, if any, each sub-criterion; and
c) the minimum qualifying score for functionality.

4.3.1.3 The minimum qualifying score for functionality for a tender to be considered further-
a) must be determined separately for each tender; and
b) may not be so-
i. low that it may jeopardize the quality of the required engineering and construction works; or
ii. high that it is unreasonably restrictive.

4.3.1.4 Points scored for functionality must be rounded off to the nearest two decimal places.

4.3.1.5 A tender that fails to obtain the minimum qualifying score for functionality, as indicated in the tender documents is not an acceptable tender.

4.3.1.6 Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11 of the Preferential Procurement Regulations, 2017 (as amended).

4.3.2 Functionality in different Contracting Strategies

To apply the different contracting strategies, works shall be classified as follows:

- **Simple/straightforward/routine work -** where the tasks or activities are of a straightforward nature in terms of which inputs are relatively well known and outputs can be readily defined.
- **Complex work -** characterised by requirements for higher levels of skills, greater resources or not well defined inputs and outputs.
- **Specialist work -** requiring considerable innovation, creativity, and expertise or skill (or both) or work that has a high downstream impact.

Note: The value of the project or quantities shall not be used to determine whether the project is of a complex or specialist nature.

4.3.2.1 **Design by an employer**

a) If the construction works contract is deemed to be simple or straightforward or routine. No functionality criteria shall be specified in the tender data.

b) If the construction works contract is deemed to be of a complex or specialist works, the employer may, in the tender data, specify functionality criteria and such criteria shall include:

i. Relevant applicable trades or skills in accordance with the scope of works; or
ii. Suitably qualified professional person in the built environment; or
iii. Any other legislated requirements as per the scope of works.

Note: The following contracting strategies are deemed to be deployed in circumstances where construction works contracts are of a complex or specialist works.

4.3.2.2 **Develop and Construct**

The employer must, in the tender data, specify functionality criteria and such criteria shall include:

i. Professionals registered with relevant built environment professions councils.
ii. Demonstrated experience of key personnel in relation to the scope of works.
iii. Any other legislated requirements as per the scope of work.

4.3.2.3 **Design and Build/Construct**

The employer must, in the tender data, specify functionality criteria and such criteria shall include:

i. Professionals registered with relevant built environment professions councils.
ii. Demonstrated experience of key personnel in relation to the scope of works.
iii. Any other legislated requirements as per the scope of work.

4.3.2.4 **Management Contract**

The employer must, in the tender data, specify functionality criteria and such criteria shall include:

i. Professionals registered with relevant built environment professions councils.
ii. Demonstrated experience of key personnel in relation to the scope of works.
iii. Any other legislated requirements as per the scope of work.

4.3.3 Where functionality is evaluated, at least three persons who are fully conversant with the technical aspects of the scope of works shall undertake such evaluation.

4.4 Procurement documents

4.4.1 General

4.4.1.1 Construction procurement documents for engineering and construction works shall be formatted and compiled in accordance with the approach adopted under the headings contained in:

a) Table 3: Calling for expressions of interest; or
b) Table 4: Tenders are invited using a three-volume; or
c) Table 5 Tenders are invited using a single volume;
d) Table 6: Standard headings and sequencing of documents in the contract.

Table 4: Standard headings and sequencing of documents when soliciting tenders where a threevolume approach is adopted

Volume	Contents		Broad outline of contents
	Number	Heading	
Volume 1	**TENDERING PROCEDURES**		
	T1.1	Tender Notice and Invitation to Tender	Ensures that everything the employer requires a tenderer to submit with the tender is included in or returned with the tender submission.
	T1.2	Tender Data	Establishes the rules from the time a tender is invited to the time a tender is awarded.
Volume 2	**RETURNABLE DOCUMENTS**		
	T2.1	List of Returnable Documents	Ensures that everything the employer requires a tenderer to submit with the tender is included in or returned with the tender submission.
	C1.1	Form of Offer and Acceptance	Formalizes the legal process of offer and acceptance.
	C1.2	Contract Data (Part 2: Data provided by the contractor)	Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.
	C2.2	Activity Schedule or Bills of Quantities	Records the contractor's prices for providing engineering and construction works which are described in the scope of work section of the contract.
	T2.2	Returnable Schedules	Contains documents that the tenderer is required to complete for the purpose of evaluating tenders and other schedules which, upon acceptance, become part of the subsequent contract.
Volume 3	**CONTRACT**		
	Part C1: Agreement and Contract Data		
	C1.2	Contract Data (Part 1: Data provided by the employer)	Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.
	Part C2: Pricing data		
	C2.1	Pricing Assumptions	Provides the criteria and assumptions which it is assumed (in the contract) that the tenderer has taken into account when developing the prices, or target in the case of target and cost-reimbursable contracts.
	Part C3: Scope of Work		
	C3	Scope of Work	Specifies and describes the engineering and construction works which shall be provided and any other requirements and constraints relating to the manner in which the contract work shall be performed.
	Part C4: Site information (engineering and construction works contracts only)		
	C4	Site Information	Describes the site at the time of tender to enable the tenderer to price his tender and to decide upon the method of working and programming, and risks.

4.4.1.2 The contract arising from the solicitation of tender offers using a three-volume approach or the Negotiated Procedure shall be formatted and compiled under the headings contained in Table 6.

4.4.1.3 The Tender Notice and Invitation to Tender shall, as a minimum, contain the wording provided in Annex A.

Table 5: Standard headings and sequencing of documents when soliciting tenders where a single volume approach is adopted

Contents		**Function and broad outline of contents**
Number	**Heading**	
TENDER		
Part T1: Tendering procedures		
T1.1	Tender Notice and Invitation to Tender	Alerts tenderers to the nature of the engineering and construction works required by the employer and must contain sufficient information to enable them to respond appropriately.
T1.2	Tender Data	Establishes the rules from the time a tender is invited to the time a tender is awarded.
Part T2: Returnable documents		
T2.1	List of Returnable Documents	Ensures that everything the employer requires a tenderer to submit with the tender is included in or returned with the tender submission.
T2.2	Returnable Schedules	Contains documents that the tenderer is required to complete for the purposes of evaluating tenders and other schedules which, upon acceptance, become part of the subsequent contract.
CONTRACT		
Part C1: Agreement and Contract Data		
C1.1	Form of Offer and Acceptance	Formalizes the legal process of offer and acceptance.
C1.2	Contract Data	Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.
Part C2: Pricing data		
C2.1	Pricing Assumptions	Provides the criteria and assumptions which it is assumed (in the contract) that the tenderer has taken into account when developing the prices, or target in the case of target and cost-reimbursable contracts.
C2.2	Pricing schedules / Activity Schedule or Bills of Quantities	Records the contractor's prices for providing engineering and construction works which are described in the scope of work section of the contract.
Part C3: Scope of Work		
C3	Scope of Work	Specifies and describes the engineering and construction works which shall be provided and any other requirements and constraints relating to the manner where the works shall be performed.
Part C4: Site information (engineering and construction works contracts only)		
C4	Site Information	Describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming, and risks.

Table 6: Standard headings and sequencing of documents in the contract

Contents		**Broad outline of contents**
Number	**Heading**	
Part C1: Agreements and contract data		
C1.1	Form of Offer and Acceptance	Formalizes the legal process of offer and acceptance.
C1.2	Contract Data	Identifies the applicable conditions of contract and associated contract-specific data that collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.
Part C2: Pricing data		
C2.1	Pricing Assumptions	Provides the criteria and assumptions which it is assumed (in the contract) that the tenderer has taken into account when developing the prices, or target in the case of target and cost-reimbursable contracts.
C2.2	Activity Schedule or Bills of Quantities	Records the contractor's prices for providing engineering and construction works which are described in the scope of work section of the contract.
Part C3: Scope of Work		
C3	Scope of Work	Specifies and describes the engineering and construction works which shall be provided and any other requirements and constraints relating to the manner in which the contract work shall be performed.
Part C4: Site information (engineering and construction works contracts only)		
C4	Site Information	Describes the site at the time of tender to enable the tenderer to price the tender and to decide upon the method of working and programming, and risks.

4.4.1.4 The Form of Offer and Acceptance with a schedule of deviations provided in Annex B shall be used with minimal contract specific amendments to form the basis of agreements arising from the solicitation of tender offers.

4.4.1.5 The Notice and Invitation to submit an Expression of Interest shall, as a minimum, contain the wording provided in Annex D.

4.4.1.6 The Record of Addenda to Tender Documents and the Compulsory Enterprise Questionnaire contained in Annexes F and G, respectively, shall form part of the Returnable Documents in all procurement documents issued by employer.

4.4.2 Tender Data

4.4.2.1 The Tender Data shall reference the Standard Conditions of Tender contained in Annex C.

4.4.2.2 The tender offer validity period provided for in the tender data shall not exceed twelve (12) weeks. Any extension beyond twelve (12) weeks must be approved by the Accounting Officer.

4.4.2.3 The Tender Data associated with a Standard Tender Evaluation Method shall reference the method to be used by the employer.

4.4.3 Contract data

4.4.3.1 The contract data in respect of prime or main contracts must reference one of the following standard industry forms of contract unless the publishers of such forms of contract indicate that such a form of contract is not suited for the intended application:

a) Engineering and Construction Works Contract -
i) General Conditions of Contract for Construction Works (GCC);
ii) Conditions of Contract for Construction, Conditions of Contract for Plant and Design-Build, Conditions of Contract for FIDIC EPC/Turnkey Projects, Conditions of Contract for Design, Build and Operate Projects or Short Form of Contract;
iii) JBCC series 2000 Principal Building Agreement or Minor Works Agreement; or
iv) NEC3 Engineering and Construction Short Contract or NEC3 Engineering and Construction Contract.

4.4.3.2 The standard industry forms of contract shall be used with minimal project specific variations and additions which do not change their intended usage.

4.4.3.3 Guarantees required in engineering and construction contracts shall not substantially differ from the samples provided by the drafters of the forms of contract listed in paragraph (4.4.3.1a) or the form as provided in the contract. Such guarantees shall in the case of a fixed guarantee not exceed 10% of the contract price or, in the case of a variable guarantee not exceed 12, 5%, and shall be stated in the contract data.

4.4.3.3.1 Forms of Guarantees shall, where the parties otherwise agree; include one or more of the following:

a) Guarantee issued by an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or a bank duly registered in terms of the Banks Act No 94 of 1990; or
b) A cash deposit paid in the name of employer; or
c) A payment reduction against payment certificates; or
d) Combination of (a) to (c) above.

4.4.3.4 The deduction of retention monies, as stated in the contract data, shall not exceed 10% of any amount due to a contractor. Where guarantees are provided in terms of 4.4.3.3, the total amount of retention monies held shall not exceed 5% of the contract price.

4.4.4 Submission Data

4.4.4.1 The Submission Data shall reference the Standard Conditions for the Calling for Expressions of Interest contained in Annex D.

4.4.5 Subcontracting as a condition of tender

If feasible to subcontract for an engineering and construction works contract, an employer must apply subcontracting to advance designated groups in accordance with the provisions of sections 9 and 12 of the Preferential Procurement Regulations, 2017 (as amended).

4.4.6 Scope of work

4.4.6.1 The scope of work shall, wherever possible be:

a) described in terms of performance rather than the design or descriptive characteristics,
and
b) based on national or international standards, where such exist.

4.4.6.2 Requirements in the form of specifications, plans, drawings, designs, testing and test methods,
packaging, marking or labelling or conformity certification shall not create trade barriers.
Reference to any particular trademark, name, patent, design, type, specific origin or producer
shall not be made unless there is no other sufficiently precise or intelligible way of describing the
characteristics of the work. Such reference shall be accompanied by the words "or equivalent".

4.5 Applying the cidb register of contractors to public contracts

4.5.1 Subject to regulation 6 read with regulation 25 of the Construction Industry Development
Regulations, 2004 (as amended), contractor grading designations shall, where appropriate, be described in all procurement documents by a three-digit alpha-numeric where the first character is a number representing the tender value designation and the next two characters are capital letters representing the designation for the class of engineering and construction works.

4.5.2 The following wording must be included in the Notice and Invitation to Tender in all engineering
and construction works contracts:

It is estimated that tenderers must have a cidb contractor grading designation of Levels 1SO to 4SO.

4.5.3 The following wording must be included in the Tender Data, where the class of work is designated in terms clause 4.5.1:

Clause number (refer to Annex C)	
C.2.1	Only those tenderers who are registered with the cidb, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to Construction Industry Development Regulations, for a Levels 1SO to 4SO *. class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the cidb; 2. the lead partner has a contractor grading designation in the Levels 1SO to 4SO class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to Levels 1SO to 4SO. determined in accordance with the sum tendered for a or ….* class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

4.5.4 The following wording must be included in the Notice and Invitation to submit an Expression of Interest in respect of engineering and construction works, where the contractor grading designation is based on the estimated value of a tender that may arise:

Respondents must have a contractor grading designation of Levels 1SO to 4SO.

Note: Delete "or …." where only one class of construction works is applicable.

4.5.5 The following wording must be included in the Submission Data:

Clause number (refer to Annex E)	
E.2.1	Only those respondents who are registered with the Construction Industry Development Board, or are capable of being so registered within twenty-one (21) working days from the closing date for submission of tenders, in a contractor grading designation of Levels 1SO to 4SO, are eligible to have their submissions evaluated. **insert contractor grading designation for one or two classes of construction works. Delete "or …." where only one class of construction works is applicable.*

4.5.6 The following wording must be included in the Submission Data:

Clause number (refer to Annex E)	
E.2.1	Joint ventures are eligible to have their submissions evaluated provided that: 1. every member of the joint venture is registered with the cidb not later than twenty-one (21) working days from the closing date for tenders;

2. the lead partner has a contractor grading designation in the ….. or …….* class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading designation.

** insert class of construction work. Delete "or …." where only one class of construction works is applicable.*

4.5.7 Where an employer promotes potentially emerging enterprises within a framework of a targeted development programme as contemplated in terms of the Construction Industry Development Regulations:

a) the wording provided in the Notice and Invitation to Tender in terms of 4.5.2 shall be amended as follows:

It is estimated that tenderers must have a cidb contractor grading designation of Levels 1SO to 4SO

** insert estimated contractor grading designation in one or two construction classes, as relevant.*

*** insert one contractor grading designation below estimated contractor grading designation*

Note: Delete "or …." where only one class of construction works is applicable.

b) the wording in the Tender Data provided in terms of 4.5.3 shall be amended as follows:

Clause number (refer to Annex C)

C.2.1 The following tenderers who are registered with the cidb, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:

a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a ….. or …….*. class of construction work; and

b) contractors registered as potentially emerging enterprises with the cidb who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria: .....**

** insert class of construction work. Delete "or …." where only one class of construction works is applicable.*

***state criteria relevant to employer's targeted development programme*

c) the wording provided in terms of 4.5.4 shall be amended as follows:

Respondents must have a contractor grading designation Levels 1SO to 4SO, who satisfy criteria stated in the Submission Data may submit expressions of interest.

Note: Delete "…." where only one class of construction works is applicable.

d) the wording in the Submission Data provided in terms of 4.5.5 shall be amended as follows:

Clause number (refer to Annex D.)

D.2.1 The following respondents who are registered with the cidb or are capable of being so registered within twenty-one (21) working days from the closing date for the submission of tenders are eligible to have their submissions evaluated:

a) those respondents who are registered with the Construction Industry Development Board or are capable of being so registered within twenty-one (21) working days from the closing date for submission of tenders, in a contractor grading designation of Levels 1SO to 4SO ; and

b) contractors registered as potentially emerging enterprises with the cidb who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:

……..**

** insert contractor grading designation for one or two classes of construction works. Delete "or …." where only one class of construction works is applicable.*

***state criteria relevant to employer's targeted development programme.*

e) details appropriate to any support provided must be stated in the Contract Data, the Pricing Data and the Scope of Work, as relevant.

4.5.8 Employers, wherever appropriate, in support of industry development, shall in the application of the register of contractors, promote the participation and development of registered contractors by means of one or more of the following:

a) unbundling projects into smaller contracts;

b) implementing targeted development programmes to support potentially emerging contractors in accordance with the provisions regulations 25(8) of the Construction Industry Development Regulations;

c) requiring a prime contractor to subcontract defined portions of the works to such contractors in accordance with the provisions of 4.4.5.

PART T1: TENDERING PROCEDURES

T1.2 – Tender Data

Annexure A

Standard Conditions of Tender

Annex A

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.1.1.3The 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.1.3.1The 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.1.3.2These 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 asprovided 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.2.13.6Where 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.

PART T2: RETURNABLE DOCUMENTS

T2.1 - List of Returnable Documents

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

TENDER NO: DPWFS (T) 009/2021
Description: PANEL OF PLUMBING CONTRACTORS TO RENDER PLUMBING RELATED EMERGENCY AND NORMAL MAINTENANCE SERVICES ON "AS AND WHEN" NEEDED FOR THE PERIOD OF THREE (3) YEARS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

List of Returnable Documents required (Mandatory)

- Bidders must provide the unique security pin issued by the South African Revenue Services before the closing of this bid.
- Bidders must be registered and active on the Central Supplier Database before the date of closing of this bid. A valid CSD master registration number must be provided to that effect. A full report must be attached to the bid document and not a summary report.
    - However, joint ventures, partnerships, including unincorporated partnerships must register on the CSD within 15 days of the date of bid advert closing.
- Potential Bidders must have a contractor registered at CIDB Grading Level of 1SO to 4SO.
- Pre-qualification criteria in line with the PPR of 2017:
    - Only contractors who have B-BBEE level one (1) of contribution certificate will be considered, i.e. B-BBEE Certificate Level two (2) to eight (8) contribution will not be considered. (Where trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender. An original or certified copy of the original must be attached.
- A valid letter of good standing issued by the Department of Labour.
    - Each bidder must provide proof of compliance with Compensation for Occupational Injuries and Diseases Act (COIDA).
- Attach a valid municipal services (water, sanitation, rates and electricity) clearance certificate or a current bill of account not owing more than ninety (90) days or a valid lease agreement with a current statement from the lessor not owing more than ninety (90) days.
- Duly Signed and Completed SBD 6.2 - Requirements for local production and content for steel products and components for construction.
- Duly Signed and Completed SBD documents (SBD 1, SBD4, SBD 6.2, SBD 8, and SBD 9).
- Duly signed and completed – Annual Financial Declaration.
- **All documents must be completed in writing with a black ink.**

List of Returnable Documents required (Non- Mandatory)

- This contract may be awarded to a tenderer that did not score the highest points in accordance with PPPFA act is such a bidder is based in Free State Province where the project is taking place.
- A valid Tax Compliance Status which will be verified by a unique security Personal Identification number (PIN) issued by the South African Revenue Services and/or CSD report showing a compliant tax status (where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must have a compliant tax status) which will be confirmed at the time of award.
- Completed and signed schedule of equipment offered. (Refer to the relevant section in the specification).
- Duly completed and signed SBD 6.1 – Preference points claim form in terms of the Preferential Procurement Regulations 2017.
- Duly Signed and Completed Annexure C – Preferencing schedule - B-BBEE Status.
- Attach appointment letters and completion certificates of projects where similar natures of works were carried by the contractor. Only projects above R 50 000 will considered as reference. The tenderer must complete the schedule of contractor`s experience.
- Attach curriculum vitae of relevant staff in the format of the Resource Information Sheet provided.

Required for tender evaluation purposes

- Schedule of Plant and Equipment
- Schedule of the Tenderer's Experience (Particulars of Tenderers Projects)
- Resource information sheet (CVs)
- Certificate of Resolution of Board of Directors.
- Certificate of Resolution of Board of Directors to enter into a Consortia or Joint Venture.
- Certificate of Special Resolution of Consortia or Joint Venture.

C1.1 Offer and Acceptance

C1.2 Contract Data (Part 2)

C2 Bills of quantities

C3 Scope of Works

C5 Additional Returnable Schedules for tender evaluation purposes

- CIDB registration certificate in the grading designation stipulated in clause 2.1 above,
- A valid Tax Clearance Certificate issued by the South African Revenue Services.
- Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate),
- Valid Proof of Registration on the National Treasury`s Central Supplier`s Database must be accompany this bid
- Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,
- Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,
- Certified copy of Certificate of Incorporation (if tenderer is a Company),
- Certified copy of Founding Statement (if tenderer is a Closed Corporation),
- Certified copy of Partnership Agreement (if tenderer is a Partnership),
- Certified copy of Identity Document (if tenderer is a One-man concern),
- Joint Venture Agreement (if tenderer is a Joint Venture),

PART T2: RETURNABLE DOCUMENTS

T2.2 - Returnable Schedules

Annexure A: Record of Addenda to tender documents

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

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature..... Date.....

Name..... Position.....

Tenderer.....

Annexure B: Proposed amendments and qualifications

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed..... Date.....

Name..... Position.....

Tenderer.....

Annexure C: Preferencing schedule: Broad-Based Black Economic Empowerment status

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that "*Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any* ***relevant code of good practice*** *issued in terms of this Act in developing and implementing a preferential procurement policy*."

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003, Including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBBEE status.

The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro-enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is:

a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporations Act of 1984 in respect of the entity's last financial year, or a 12-month period which overlaps with its current financial year; or

b) A certificate issued by a verification agency and which is valid as at the closing date for submissions.

2.2 Enterprises other than micro-exempted enterprises

Sufficient evidence of B-BBEE status is a n original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by the Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions.

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	**% Maximum points for preference**
Form not completed or non-compliant contributor	0
Level 8 contributor	10
Level 7 contributor	20
Level 6 contributor	30
Level 5 contributor	40
Level 4 contributor	50
Level 3 contributor	80

Level 2 contributor	90
Level 1 contributor	100

4 Declaration

The tenderer declares that

a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions

b) the tendering entity has been measured in terms of the following code (tick applicable box):

□ Generic code of good practice

□ Other – specify

.....

.....

c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

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

Signature:.....

Name:.....

Duly authorized to sign on behalf of:.....

Telephone:.....

Fax:..... Date:.....

Name of witness:..... Signature of witness:.....

.....

Note: 1) Failure to complete the declaration will lead to the rejection of a claim for a preference.

2) Supporting documentation of the above-mentioned claim for a preference must be submitted with the tender submission to be eligible for a preference.

Annexure D: Compulsory Declaration

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

Section 1: Enterprise details

Name of enterprise	
Contact person	
Email	
Telephone	
Cell	
Fax	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Closed Corporation registration number	

Section 3: SARS information

Tax reference number	
VAT registration number	(state Not Registered if not registered for VAT)

Section 4: CIDB registration number

CIDB Registration number (if applicable)	

Section 5: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporations Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 6: Record in the service of the state

Indicate, by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

□ a member of any municipal council
□ a member of any provincial legislature
□ a member of the National Assembly or the National Council of Provinces
□ a member of the board of directors of any Municipal entity
□ an official of any municipality or municipal entity
□ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
□ a member of an accounting authority of any national or provincial public entity
□ an employee of Parliament of a provincial legislature

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

Name of principal	**Name of institution, public office, boa d or organ of state and position held**	**Status of service** (tick appropriate column)	
		Current	**Within last 12 months**

Attach separate page if necessary

Section 7: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate, by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months in the service of any of the following:

□ a member of any municipal council
□ a member of any provincial legislature
□ a member of the National Assembly or the
□ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public

National Council of Provinces

□ a member of the board of directors of any Municipal entity

□ an official of any municipality or municipal entity

Finance Management Act of 1999 (Act No. 1 of 1999)

□ a member of an accounting authority of any national or provincial public entity

□ an employee of Parliament of a provincial legislature

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

Name of family member	**Name of institution, public office, board or organ of state and position held**	**Status of service** (tick appropriate column)	
		Current	**Within last 12 months**

Attach separate page if necessary

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entities, including any of its joint venture partners, terminated during the past five years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract?

□ Yes □ No (tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 9: Declaration

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the tendering entity, confirms that the contents of this Declaration are within my personal knowledge, save where stated otherwise in an attachment hereto, and to the best of my belief is both true and correct, and that:

i) neither the name of the tendering entity, nor any of its principals, appears on:
   a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004); or
   b) National Treasury's Database of Restricted Suppliers (see www.treasury .gov.za)

ii) the tendering entity of any of its principals has not been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa) within the last five years;

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers;

v) the tendering entity has not engaged in any prohibited restrictive horizontal practices, including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract, etc.) or intention to not win a tender;

vi) the tendering entity has 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;

vii) neither the tenderer nor any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity, and are not in arrears for more than three months;

viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and, when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by National Treasury, for SARS to do likewise.

Signed..... Date.....

Name..... Position.....

Enterprise name.....

NOTE 1: The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with the Employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. municipalities and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in municipalities, from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding five years, or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that municipalities and municipal entities should not award a contract to a person who is in the service of the State, a director, manager or principal shareholder in the service of the State or who has been in the service of the State in the previous twelve months.

NOTE 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the State.

NOTE 5: Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004, include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract, and the manipulating by any means of the award of a tender.

NOTE 6: Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice, including agreements between parties in a horizontal relationship, which have the effect of substantially preventing or lessening competition, directly, or indirectly fixing prices or dividing markets or constituting collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Annual Financial Statements Declaration

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

1) The enterprise's financial year end is . . . . . .
2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
3) The enterprise has compiled its financial accounts [tick one box]:

   ☐ internally ☐ independently

4) The following statement applies to the enterprise [tick one box and provide relevant information]

   ☐ enterprise has had its financial statements audited;

   name of auditor . . . . . .

   ☐ enterprise is required by law to have an independent review of its financial statements

   name of independent reviewer . . . . . .

   ☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements

5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

   [Attach the income statement and the balance sheet contained in the financial statement]

6) The annual turnover for the last financial year is R . . . . . .

7) The total assets as at the end of the last financial year is R . . . . . .

8) The total liabilities as at the end of the financial year is R . . . . . .

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed..... Date.....

Name..... Position.....

Tenderer.....

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE					
BID NUMBER:	DPWFS (T) 009/2021	CLOSING DATE:	25 January 2022	CLOSING TIME:	11:00
DESCRIPTION	**PANEL OF PLUMBING CONTRACTORS TO RENDER PLUMBING RELATED EMERGENCY AND NORMAL MAINTENANCE SERVICES ON "AS AND WHEN" NEEDED FOR THE PERIOD OF THREE (3) YEARS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Ground Floor (Main Entrance Foyer)					
O.R Tambo House (Lebohang Building);					
Cnr. Markgraaff and St Andrews Street,					
Bloemfontein, 9301					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr. M. Phasumane**	CONTACT PERSON	**Mr. ST Setlhabi**
TELEPHONE NUMBER	**051 492 3861 / 066 307 2629**	TELEPHONE NUMBER	**051 403 7860**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	phasumanem@fsworks.gov.za	E-MAIL ADDRESS	setlhabit@fsworks.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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS 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: ……..

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - The bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:
……

2.2 Identity Number: ……

2.3 Position occupied in the Company (director, trustee, shareholder[2]):
……..

2.4 Company Registration Number:
……..…….

2.5 Tax Reference Number:
…….……

2.6 VAT Registration Number:
……...

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1]"State" means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

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

2.7 Are you or any person connected with the bidder **YES / NO**

presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
……..……
Name of state institution at which you or the person connected to the bidder is employed : ……
Position occupied in the state institution:
……

Any other particulars:
……

……
……

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

…….
…….
…….

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
……..
……..
……...

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1If so, furnish particulars.
……...
……..….
……

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state **YES/NO**

who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars**.**

……
……
……

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

……
……
……

3 Full details of directors / trustees / members / shareholders.

Full Name	**Identity Number**	**Personal Tax Reference Number**	**State Employee Number / Persal Number**

4 DECLARATION

I, THE UNDERSIGNED (NAME)……

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ..……
Signature Date

…… ……
Position Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017
(a)

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

---

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated is to be between R30 000 and R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(b) Price; and

(c) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in

accordance with the table below:

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = ……(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....……%
ii) The name of the sub-contractor……..
iii) The B-BBEE status level of the sub-contractor.....……..
iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		

Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:……..

8.2 VAT registration number:……

8.3 Company registration number:……..

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……..

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business:……

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES 1. …….. 2. …….	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS …….. …….. ……..

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, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
Solar Water Heaters	70%

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

YES		NO	

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. .....

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

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 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 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

Declaration of Supply Chain Management Practices – SBD 8

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   a. abused the institution's supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……...	**……..**
Signature	**Date**
……..	**……..**
Position	**Name of Bidder**

PART T2.2: RETURNABLE SCHEDULES

Certificate of Independent Bid Determination – SBD 9

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

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

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. 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 consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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] 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 9

10. 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.

……	……
Signature	Date
……	……
Position	Name of Bidder

SCHEDULE OF PLANT AND EQUIPMENT

SCHEDULE OF PLANT AND EQUIPMENT

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

(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 tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signature..... Date.....

Name..... Position.....

Tenderer.....

Schedule of the Tenderer's Experience (Particulars of Tenderers Projects)

FORM: PARTICULARS OF TENDERERS PROJECTS			
Project title:	PANEL OF PLUMBING CONTRACTORS TO RENDER PLUMBING RELATED EMERGENCY AND NORMAL MAINTENANCE SERVICES ON "AS AND WHEN" NEEDED FOR THE PERIOD OF THREE (3) YEARS		
Tender no:	**DPWFS (T) 009/2021**	**Closing date:**	**25 January 2022**
Advertising date:	**10 December 2021**	**Validity period:**	**90 days**

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required. Failure to furnish the particulars will result in the tender offer being disqualified from further consideration.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects: Appointment letter(s) must be provided to buttress the information supplied below.

	Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Present progress
1							
2							
3							
4							
5							

	Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Present progress
6							
7							
8							
9							
10							
11							
12							

Name of Tenderer	Signature	Date

1.2. Completed projects: Both appointment letter(s) and completion certificates linked to the project(s) listed below must be provided to buttress the information provided.

Projects completed in the previous 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1							
2							
3							
4							
5							
6							
7							
8							

Projects completed in the previous 5 (five) years		**Name of Employer or Representative of Employer**	**Contact tel. no.**	**Contract sum**	**Contractual commencement date**	**Contractual completion date**	**Date of Certificate of Practical Completion**
9							
10							
11							
12							
13							

Name of Tenderer	Signature	Date

Resource Information Sheet (CV) – Qualified Artisan who will be committed to the contract on at all times

Professional Registration(s)	
Professional Registration Number(s):	
Date of Birth:	
ID number:	
Employed by:	
Number of years with current employer	
Position held with current employer	

SIGNATURE OF RESOURCE:

DATE:

Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1								
2								
3								
4								
5								
6								

Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
7								
8								
9								
10								
11								
12								

Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
13								
14								
15								
In your opinion why you would be the right resource for this project, based on your experience?								

NAME:

SIGNATURE OF RESOURCE:

DATE

Resource Information Sheet (CV) – Competent Supervisor who will strictly focus on the contract

Professional Registration(s)	
Professional Registration Number(s):	
Date of Birth:	
ID number:	
Employed by:	
Number of years with current employer	
Position held with current employer	

SIGNATURE OF RESOURCE:

DATE:

Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1								
2								
3								
4								
5								
6								

Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
7								
8								
9								
10								
11								
12								

Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
13								
14								
15								
In your opinion why you would be the right resource for this project, based on your experience?								

NAME:

SIGNATURE OF RESOURCE:

DATE

RESOLUTION OF BOARD OF DIRECTORS

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

_____

_____

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

Held at _____(*place)*

on _____*(date)*

RESOLVED that:

1 The Enterprise submits a Tender to the Department of Public Works and Infrastructure, Free State Province in respect of the following project:

_____

_____

(*project description as per Tender Document)*

Tender Number: _____*(Tender Number as per Tender Document)*

2 *Mr/Mrs. /Ms.: _____

in *his/her Capacity as: _____(*Position in the Enterprise)*
and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

1. ** Delete which is not applicable.*
2. ***NB**. This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.*

ENTERPRISE STAMP

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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

_____

_____

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

held at _____ (*place)*

on _____ *(date)*

RESOLVED that:

1 The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

_____

_____

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Public Works and Infrastructure, Free State Province in respect of the following project:

_____

_____

(*Project description as per Tender Document)*

Tender Number: _____(*Tender Number as per Tender Document)*

2 *Mr/Mrs. /Ms.: _____

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

and who will sign as follows: _____

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

3 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4 The Enterprise choose as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____

_____ (code)

Postal Address: _____

_____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

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

Note:

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

ENTERPRISE STAMP

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 _____

_____

2 _____

_____

3 _____

_____

4 _____

_____

5 _____

_____

6 _____

_____

7 _____

_____

8 _____

_____

Held at _____(*place)*

on _____*(date)*

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public and Infrastructure Works, Free State Province in respect of the following project:

_____

_____

(*Project description as per Tender Document)*

Tender Number: _____(*Tender Number as per Tender Document)*

B. Mr/Mrs. /Ms.: _____

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

Enterprise)

and who will sign as follows: _____

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

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

_____

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____

_____

_____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____ (code)

Fax number: _____

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 - Form of Offer and Acceptance

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **PANEL OF PLUMBING CONTRACTORS TO RENDER PLUMBING RELATED EMERGENCY AND NORMAL MAINTENANCE SERVICES ON "AS AND WHEN" NEEDED FOR THE PERIOD OF THREE (3) YEARS**

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 . . . . . Date . . . . . .

Name . . . . . .

Capacity . . . . . .

for the Tenderer

(Name and . . . . . .

address of
organization) . . . . . .

. . . . . .

Name and
signature
of witness . . . .

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
Part C5: Additional returnable Documents

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender 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 agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any 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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of

deviations (if any). Unless the tenderer (now contractor**)** within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature . . . . . Date . . . . . .

Name **MR. MOTSAMAI. E. MOHLAHLO**

Capacity **HOD: DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FREE STATE**

for the Employer DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
P.O Box 690
Bloemfontein

Name and . . . . . .

Signature of witness . . . . . .

Date . . . . . .

Schedule of Deviations

1. Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

2. Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

3. Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

4. Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

5. Subject . . . .

Details . . . . . .

. . . . . .

. . . . . .

By the duly authorized 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 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.

PART C1: AGREEMENT AND CONTRACT DATA

C1.2 - Contract Data

CONTRACT PERIOD

3 YEARS

C1.2 Contract Data

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "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 or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

Security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser;or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections,. tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery terms and documents be

10.1 Delivery of the goods shall be made by the supplier in accordance with the specified in the contract. The details of shipping and/or other **documents to** furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11**. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual

for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of

the supplied goods, for a period of time a provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts **41.1** As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty **15.1** The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and

expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract Ammendment

18.1 No variation in or modification of the terms of the contract shall be made except **by** written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction (iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b)	The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing Language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable Law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and Duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

A DETAILED BILL OF QUANTITIES IS ATTACHED.

PART C2: PRICING DATA

C2.2 - BILLS OF QUANTITIES

EXECUTION OF WORK

HOURLY RATES

The working hours have been divided as follows: Normal working hours from Monday to Friday. After hours, Saturday, Sundays and public holidays.

- The hourly rates will be charged on agreed standards rates between the Department and the service provider.

The implementation of the work must be discussed with the regional manager and the allocation of artisans together with the tradesman aids must be in line with the magnitude of the scope and agreed upon between the Department and the service provider.

CALL-OUT FEE

Call-out fee will be charged once per task and will be on agreed standards rates between the Department and the service provider.

The Department reserves a right to call another contractor to do the same job should the contractor who is called first fail to honour the agreed response times to handle a job at no additional cost to the Department.

KILOMETERS

Kilometers` will be charged on agreed standards rates (prevailing Department of Transport rates) between the Department and the service provider.

The usage of vehicles must be in line with the magnitude of the scope and agreed upon between the Department and the service provider.

On submission of quotation the service provider must submit the proof of vehicle used (eNATIS)
The Department reserves the right to request supporting documents such as picture of speedometer of the vehicle used of the start and end trip and proof of round trip of google maps of the allocated task.

MATERIAL PURCHASED

Material purchased for day to day and emergency work will be charged on an agreed standard percentage (mark-up) between the Department and the service provider.

The material must be in line with the scope and agreed upon between the employer and the service provider.

The Service Provider must submit the invoice of material purchased (where the material was purchased) together with the invoice of work done, failure to do so the work order and payment will not be processed.

In case where the service provider thus has material in store, a valid quotation from established hardware stores with competitive prices must be submitted for confirmation of market related price.

No.		UNIT	QTY	RATE **YR 1**	RATE YR 2	RATE YR 3
	Bill No. 1					
01	**Response time per call – out (Preferably within 1 hour)**					
	HOURLY RATES					
	Monday – Friday: 7:00am – 17:00					
	After hours: 17:01 – 6:59am					
	Saturdays: 7:00am – 17:00					
02	**Sunday / Holiday: (Throughout)**					
	Normal working hours from Monday to Friday					
03	Artisan/s.	hr	1			
	Tradesman Aid/s.	hr	1			
	Working hours for Saturday					
04	Artisan/s.	hr	1			
	Tradesman Aid/s.	hr	1			
	After hours, Sundays and public holidays					
05	Artisan/s.	hr	1			
	Tradesman Aid/s.	hr	1			
	CALL-OUT FEE					
	Call-out fee charged as once off amount per task at hand.					

	Carried to final Summary	item	item			
06	**Bill No. 2** **KILOMETERS**					
07	Kilometers calculated from the service provider's *domicilium citandi et executandi* to the site and return trip, as per AA rates. (Attach eNatis report of the applicable vehicle)					
	MATERIAL PURCHASED	Nil	Nil			
	Percentage mark-up on material purchased (submission of material invoices to determine the cost claimed) for the day to day and emergency work confirmed by the assigned works inspector.	%	%			
	Carried to final Summary					

Notes:

- The Department will negotiate flat rates which will be used for the duration of the contract with top bidders who score the highest number of points on price and preference.
- Bidders who do not agreed to the fair, market – related price will not be considered for the appointment on the panel.

PART C3: SCOPE OF WORKS

C3.1 – Description of Works

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

TENDER NO: DPWFS (T) 009/2021
Description: PANEL OF PLUMBING CONTRACTORS TO RENDER PLUMBING RELATED EMERGENCY AND NORMAL MAINTENANCE SERVICES ON "AS AND WHEN" NEEDED FOR THE PERIOD OF THREE (3) YEARS

3.1 DESCRIPTION OF THE WORKS

a) Emergency maintenance and call-outs on government buildings for Department of Public Works and Infrastructure.

3.1.1. Employer's objectives

a) PANEL OF PLUMBING CONTRACTORS TO RENDER PLUMBING RELATED EMERGENCY AND NORMAL MAINTENANCE SERVICES ON "AS AND WHEN" NEEDED FOR THE PERIOD OF THREE (3) YEARS

3.1.2. Extent of the works

a) Emergency maintenance and call-outs on government buildings for Department of Public Works and Infrastructure.

3.1.4 Location of the work

a) Motheo District.
b) Xhariep District.
c) Lejweleputswa District
d) Fezile Dabi District.
e) Thabo Mofutsanyana District.

3.1.5 Temporary works

a) No temporary works.

3.1.6 Special Conditions

a) None.

3.2 Drawings

3.2.1 No drawings.

3.3 Procurement

3.3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preference

PART C4: SITE INFORMATION

C4 – Site Information

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

TENDER NO: DPWFS (T) 007/2021

Description: PANEL OF PLUMBING CONTRACTORS TO RENDER PLUMBING RELATED EMERGENCY AND NORMAL MAINTENANCE SERVICES ON "AS AND WHEN" NEEDED FOR THE PERIOD OF THREE (3) YEARS

C4. Site Information

The successful service providers must be appointed within the regions they are based on, to ensure that the service rendered is cost effective and efficient to attend to the call-outs. Each Region will have its Service Providers that will service the Region not more than 100km to the destination of the required need. The appointment must be in a manner that the Department receives value for money and the cost of work done must be in line with the travelling costs. The Regions are as follows:

CIDB GRADINGS	TICK GRADING	TICK REGION	TICK REGION	TICK REGION	TICK REGION	TICK REGION
1 SO / PE – 4 SO /PE	1 SO / PE– 4 SO / PE	MOTHEO	XHARIEP	LEJWELEPUTSWA	FEZILE DABI	THABO MOFUTSANYANA
1 SO / PE						
2 SO / PE						
3 SO / PE						
4 SO / PE						

PART C5: ADDITIONAL RETURNABLE DOCUMENTS

TENDERERS NOTE:

The Additional Returnable Schedules for tender evaluation purposes must be attached in this section of the Bid document. These documents are as follows:

- CIDB registration certificate in the grading designation stipulated in clause 2.1 above,
- A valid Tax Clearance Certificate issued by the South African Revenue Services.
- Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate),
- Valid Proof of Registration on the National Treasury`s Central Supplier`s Database must be accompany this bid
- Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,
- Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,
- Certified copy of Certificate of Incorporation (if tenderer is a Company),
- Certified copy of Founding Statement (if tenderer is a Closed Corporation),
- Certified copy of Partnership Agreement (if tenderer is a Partnership),
- Certified copy of Identity Document (if tenderer is a One-man concern),
- Joint Venture Agreement (if tenderer is a Joint Venture),
- Competent Plumbing Artisan with Red Seal Trade Test.

TERMS OF REFERENCE

PANEL OF PLUMBING CONTRACTORS TO RENDER PLUMBING RELATED EMERGENCY AND NORMAL MAINTENANCE SERVICES ON "AS AND WHEN" NEEDED FOR THE PERIOD OF THREE (3) YEARS

BACKGROUND

The Department of Public Works and Infrastructure is committed to ensure that the environment on Government owned buildings are conducive for rendering proper service delivery. The request for appointment of service providers for 3 years will expedite the service delivery, minimize extend of the damage and shorten the procurement processes.

PROJECT BRIEF

- Appointed service providers for plumbing (SO) will be expected to execute day to day maintenance and emergency work as when is needed on Government owned buildings.
- The number of buildings to be targeted will be based on the unplanned maintenance needs as they occur. The needs may arise as a result of required preventative measures, aging of the buildings, natural or man-made events or conditions.

SCOPE OF WORK / KEY DELIVERABLES

The service will involve the following:

- Plumbing work (SO) on day to day and emergency work as when is needed. Service must be rendered within the specified period to be determined in relation to the seriousness and / or urgency of the situation as well as the complexity and type of work.
- Service rendered to Departmental buildings must be safe, secure and functional immediately after disastrous events or emergencies.

AREAS OF OPERATION

The successful service providers must be appointed within the regions they are based on, to ensure that the service rendered is cost effective and efficient to attend to the call-outs. Each Region will have its Service Providers that will service the Region not more than 100km to the destination of the required need. The appointment must be in a manner that the Department receives value for money and the cost of work done must be in line with the travelling costs. The Regions are as follows:

a) Motheo District.
b) Xhariep District.
c) Lejweleputswa District
d) Fezile Dabi District.
e) Thabo Mofutsanyana District.