



BLOEMWATER CONTRACT NO BW189/HO/12

**TENDER FOR THE PROPOSED OFFICES:
EXTENSION FOR BLOEM WATER**

**PROCUREMENT DOCUMENT
VOLUME 1: TECHNICAL PROPOSAL
June 2021**

TENDER SUBMITTED BY:

Registered Name of Company:.....
Address:
Telephone Number:
Fax Number:
E-mail:

Issued by:

Bloem Water
PO Box 30121
Pellissier
9322



Contact

Name: Mr T Ngubeni
Telephone: 051 – 403 0800
Fax: 051 – 422 5333
E-mail: themban@bloemwater.co.za

ISSUE DATE: 30 June 2021

NON-COMPULSORY BRIEFING SESSION: 08 July 2021

CLOSING DATE: 30 July 2021

BLOEMWATER CONTRACT NO BW189/HO/12

**TENDER FOR THE PROPOSED OFFICES:
EXTENSION FOR BLOEM WATER**

PART T1 : TENDERING PROCEDURES

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BLOEMWATER
PROPOSED OFFICES: EXTENSION FOR BLOEM WATER
BW189/HO/12

PART C3 : SCOPE OF WORK

Consultant

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Employer

Witness 1

Witness 2

C3 Scope of Work

1 Description of the works [1.1]

The works consists of the construction of two multi storey office blocks and Basement which includes the following, column footings. stub columns, ground beams and concrete surface bed. Face brick exterior finish.aluminium windows & doors, steel roof construction with "BrownBuilt Klip-lok metal roofing, timber doors. brick walls, partitions, various internal finishes, plumbing and drainage as well as two links with the existing building, including electrical and mechanical installations. The external work comprise of paving, relocation of existing carports, water and sewer reticulation, retaining walls, and surface storm water drainage

Tenderers must thoroughly acquaint themselves with all aspects of the work to be executed, prior to the submission of the tender, as no claim whatsoever shall be entertained in the event of any unforeseen difficulties arising during the execution of the contract which could have been foreseen by a thorough investigation of the buildings. All drawings and specifications and conditions appertaining to the execution of the work.

2 Existing premises will be in use and occupied [16.6]

Applicable

3 Drawings

The drawings used for setting up the bills of quantities are as follows:

- Architectural drawings
- 2.1 Site plan - [12-1017-0001 (m)]
- 2.2 Floor plans
 - Ground floor - [12-1017-001 (m)]
 - First floor - [12-1017-002 (m)]
- 2.3 Sections
 - Section AA & BB - [12-1017-100 (m)]
 - Stair section - [12-1014-101 (m)]
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- 2.4 Elevations - [12-1017-200 (m)]
- 2.5 Window schedule
 - Window schedule 01 - [12-1017-300 (m)]
 - Window schedule 02 - [12-1017-301 (m)]
- 2.6 Door schedule
 - Door schedule 01 - [12-1017-401 (m)]
 - Door schedule 02 - [12-1017-402 (m)]

Consultant

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4 CONSTRUCTION

4.1 Works Specification

The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of descriptions of items fully described in the said Mode Preambles will be entertained

4.2 Applicable SANS 2001 standards

The following parts of SANS 2001 Construction works standards and associated specification data are applicable to the works.

4.2.1 Applicable national and international standards

All applicable National and International standards for construction works applicable to general building shall be applicable. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards

4.3 Particular / generic specifications

All particular/generic specification applicable to a specific item/element will be addressed as a supplementary preamble in front of each bill/trade.

4.4 Plant and materials supplied by the employer

N/A

4.5 Existing services

Existing services are available

4.5.1 Known services

Will be pointed out at site handover.

4.6 Temporary services [B6]

4.6.1 Water [B6.1]

The Employer does not warrant that any water supply that may exist is adequate for the proper execution of the works. Where such supply is inadequate, the contractor shall provide an adequate supply at his own expense. Water for the works shall be provided by:

Option A

The contractor including necessary temporary plumbing (yes/no) **Yes**

Option B

The employer free of charge to the contractor. The contractor shall connect to the existing water supply at approved points and execute any necessary temporary plumbing (yes/no) **No**

Option C

The employer to the contractor. The contractor shall make connections to the existing water supply at approved points, supply and install

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meters and execute any necessary temporary work. The employer shall meter the consumption for which the contractor shall be responsible (yes/no) **No**

4.6.2 Electricity {B 6.2}

The Employer does not warrant that any electricity supply that may exist is adequate for the proper execution of the works. Where such supply is inadequate, the contractor shall provide an adequate supply at his own expense. Electricity and lighting for the works shall be provided by:

Option A
The contractor including necessary temporary installation work (yes/no) **Yes**

Option B
The employer free of charge to the contractor. The contractor shall connect to the existing electricity supply at approved points and execute any necessary temporary installation (yes/no) **No**

Option C
The employer to the contractor. The contractor shall make connections to the existing electricity supply at approved points. Supply and install meters and execute any necessary temporary work. The employer shall meter the consumption for which the contractor shall be responsible (yes/no) **No**

4.6.3 Telecommunication facilities [B6.3]

The contractor shall provide the following telecommunication facilities and shall be entitled to recover usage costs from the users thereof

Telephone (yes/no) **Yes**

Facsimile (yes/no) **Yes**

E-mail (yes/no) **Yes**

4.6.4 Ablution facilities (B6.4]

Ablution facilities shall be provided for the use of all persons on the site by:

Option A
The contractor who shall maintain such facilities in a thoroughly clean and tidy condition (yes/no) **Yes**

Option B
The employer who shall permit the use of existing facilities. The contractor shall maintain such facilities in a thoroughly clean and tidy condition and make good any damage thereto at his own expense (yes/no) **Yes**

4.7 Facilities provided by the contractor

The contractor shall provide, maintain and remove on completion: All plant, equipment, scaffolding, tools and the like required by the contractor for the due and proper fulfilment of the works.

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4.7.1 Office accommodation for meetings (19.1.2]

Sufficient office accommodation for meetings held on site which shall be kept clean and fit for use at all times.

The contractor shall provide , maintain and remove on completion of the works an office (over and above the office for meetings) for the exclusive use of the principle agent and supervisor, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, table and eight chairs. The office shall be kept clean and fit for use at all times.

4.7.2 Advertising rights (19.2]

All advertising rights on the site and the hoarding are reserved exclusively for the employer.

4.7.3 Notice boards (19.2]

The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board, size 2,44m wide and 2,89m high, according to the standard drawing available from the principle agent, constructed from suitable boarding with a flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces.

Sketch drawings of all proposed names or notice boards must be submitted to the principle agent for approval, before being prepared and erected on site. These sketch drawings must not only show the full content of the proposed names or notice boards, but also the position and locality in which the boards will be erected.

4.7.4 Enclosure of the works (19.1.1]

The contractor shall erect, maintain and remove on completion, hoardings with gantries, fans, safety screens, barriers, access gates, covered gangways and the like as necessary for the enclosure of the works and elements thereof, all for the protection of the public.

5 MANAGEMENT

5.1 Management of the works

5.1.1 Applicable SANS 1921standards

All site pegs, boundary beacons and datum levels shall be identified and all values of these items shall be provided to the contractor at the access dates.

5.1.2 Planning and programming {15.6]

The contractor to supply a sufficient detailed program on Microsoft Project indicating all milestone dates, etc.

5.1.3 Protection of the works [89.1]

5.1.4 Protection of existing trees and shrubs (16.8]

Protection of existing trees and shrubs is required. Where "yes" the specific requirements are described below or detailed in the contract documents.

Trees and plants that are to be removed will be pointed out by the Principal Agent in conjunction with the ECO Consultant appointed by the employer (removal elsewhere included in these Bills of Quantities)

Consultant

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Employer

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5.1.5 Disturbance (89.5]

Adjacent buildings will be used by staff and disturbance must be limited and not influence the day to day activities.

5.1.6 Environmental disturbance (89.6)

Extreme care must be taken not to disturb the direct environment, natural of otherwise

5.1.7 Other contractors on site

Employer's direct contractors, see Preliminary and General

6. FORMAT OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Contractor may be conducted per facsimile or in electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format.

7. MANAGEMENT MEETINGS

Other than attendance at at-least monthly site meetings once the construction contract is let, there are no requirements for a regular management meeting in respect of this project. The Contractor shall however convene management meetings on an ad-hoc basis as and when necessary, and when called upon to do so by the Employer. The Contractor shall be represented at these meetings by at-least one of the key personnel preferably by the Project Manager/Team Leader.

8. CLAIMS FOR PAYMENT

The Contractor may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice. Payment claims (tax invoice) must be submitted on or before the 20 of a month. Payment will be effected within 30 days of the date on the tax invoice.

9. EMPLOYER'S RIGHT TO RECOVER COSTS

The Employer reserves the right to recover, by way of a deduction from any amount due to the Contractor, any additional cost which the Employer incurs arising out of non-performance/negligence of the Contractor.

10. STANDARD SPECIFICATIONS

CONDITIONS OF CONTRACT

The attention of Tenderers is SPECIFICALLY drawn to the conditions of contract in use. Tenderers are requested to study these conditions for the full extent and meaning of each and every clause as set out in Preliminaries of the Bills of Quantities.

The contract documents referred to in this document consist of the following:

- JBCC 2101 Principal Building Agreement (Edition 5.0 July 2007)
- JBCC 2101 Preliminaries (August 2010)
- Preambles for Trades: 2008 Edition
- Forms of Guarantee
- Form of Tender

Consultant

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Employer

Witness 1

Witness 2

[Signature Box]

Consultant

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

BLOEM WATER
CONTRACT NO: BW189/HO/12
PROPOSED OFFICES: EXTENSION FOR BLOEM WATER

THE CONTRACT
PART C4: SITE INFORMATION

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C4.4	Access	C4-3

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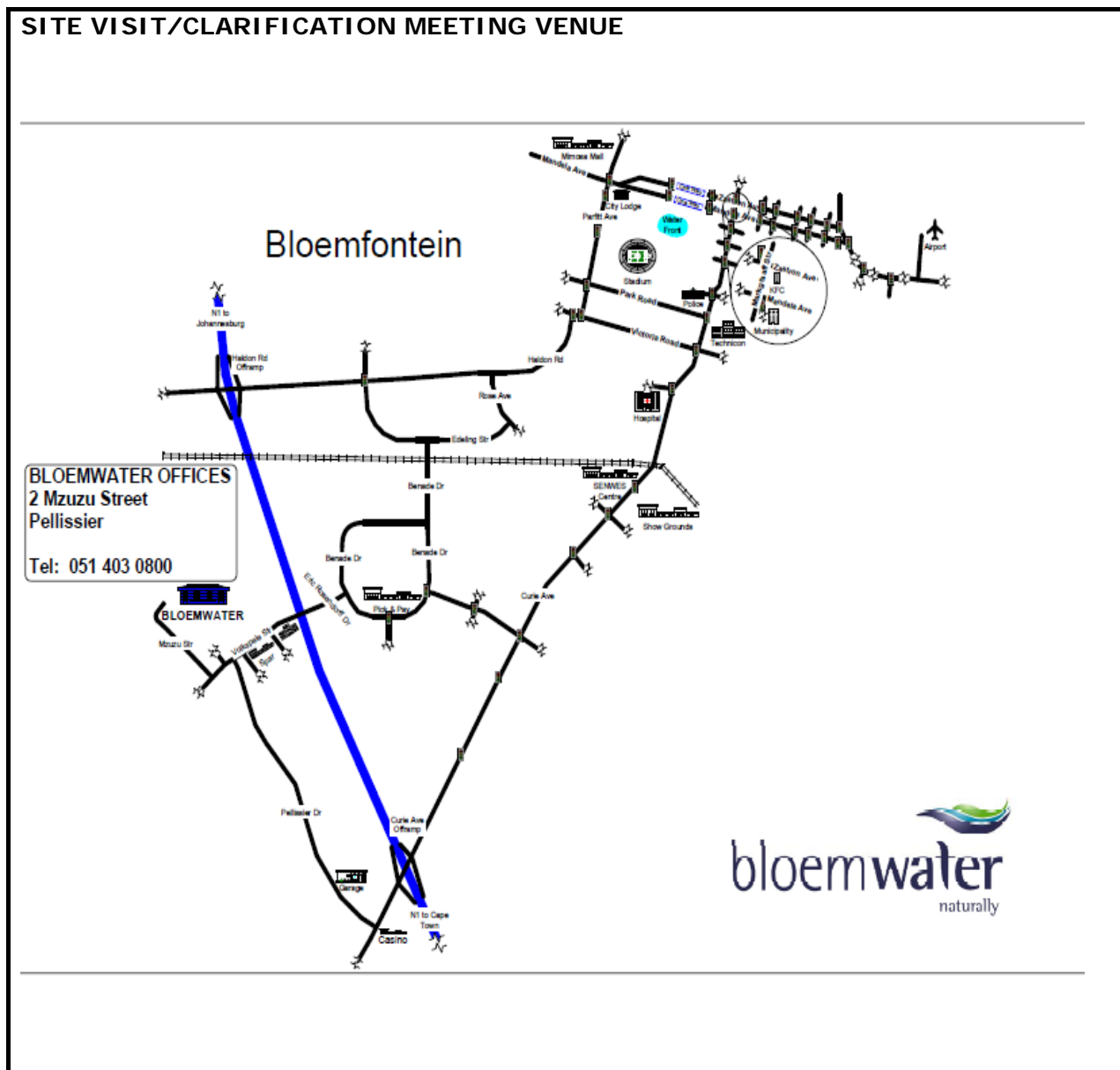
C4.1 SITE INFORMATION

Site Location & Directions:

The Clarification Meeting will be held at The Bloem Water Head Office at 11h00 on **Thursday 24 May 2018**, thereafter the site of works will be visited.

The site is situated at the Bloem Water Building, 2 Mzuzu Street, Pellissier, Bloemfontein

The site is situated at coordinates - 29°08'42.2"S 26°09'23.5"E



Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C4.2 THE SITE

The site is situated at the Bloem water Building, 2 Mzuzu Street, Pellissier, Bloemfontein.

The contractor shall be deemed to have inspected the site and any existing structures thereon and thoroughly acquainted himself with the conditions under which the works are to be executed including the means of access to the works, the conditions of the roads and generally of all matters which may influence the execution of the works.

The geotechnical information is available from the employer.

C4.3 WORK AREA

The contractor must restrict his activities inside the boundaries of the site and may not extend his operations beyond the boundaries, and must comply with the code conduct of the employer.

C4.4 ACCESS

Access to the premises will be confirmed on site.

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BLOEM WATER
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PROPOSED OFFICES
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BLOEM WATER

CONTRACT NO. BW189/HO/12

**PROPOSED OFFICES
EXTENSION FOR BLOEMWATER**

**PART T1
TENDER PROCEDURES**

BLOEM WATER

CONTRACT NO. BW189/HO/12

PROPOSED OFFICES

EXTENSION FOR BLOEM WATER

VOLUME 1: T1.1 Tender Notice and Invitation to Tender

Contractor

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Employer

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CONTRACT NUMBER: BW189/HO/12

PROJECT DESCRIPTION: PROPOSED OFFICES EXTENSION FOR BLOEM WATER

Section T1.1: Tender Notice and Invitation to Tender

Bloem Water is a schedule 3B Public Business Enterprises (PFMA, Act 1 of 1999), which has been established in terms of the Water Services Act (Act 108 of 1997).

Bloem Water is a Water Board, with the mandate to provide water services to the Southern and Central areas of the Free State Province.

Bloem Water accordingly invites interested Service Providers to tender for the following construction contract.

Contract BW189/HO/12: PROPOSED OFFICES EXTENTION FOR BLOEM WATER

Scope of Works

The works consists of the construction of a basement and two multi storey office blocks which includes the following, column footings, stub columns, ground beams and concrete surface bed, face brick exterior finish, aluminium windows & doors, steel roof construction with "BrownBuilt Klip-lok metal roofing, timber doors, brick walls, partitions, various internal finishes, plumbing and drainage as well as two links with the existing building, including electrical and mechanical installations.

The external work comprises of paving, water and sewer reticulation, retaining walls, and surface storm water drainage and Fire Protection Installation.

This Project is designated for local production with minimum local content thresholds.

The following Industry/sectors/sub-sectors have been designated for Minimum threshold for local production:

Steel Products and Component for Construction	100%
Pumps Medium Voltage (MV)	70 %
Plastic Pipes (PVC & HDPE)	100%

To access the practice notes to the above designated sectors, please go to www.treasury.gov.za

The service provider should in all respects comply with the conditions as set out below and as specified in the tender document. It is estimated that tenderers should have a CIDB Contractor Grading designation of **6 GB or higher**, in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, 2004. **Potentially emerging (PE)** enterprises who satisfy the criteria stated in the bid document may submit bid offers.

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Only tenderers that satisfy the eligibility criteria stated in the tender document will be eligible to submit tenders.

Pre- Qualification Specific Tender Condition:

The pre-qualifying criteria objective is to advance certain designated groups that meets the specific tendering condition

- (a) a tenderer having a stipulated minimum **B-BBEE status level 1** of contributor.
- (b) an EME, QSE or Generic Enterprises are eligible to tender;

“Designated group” means

- i. Black people
 - ii. Black Designated group
 - iii. Women
 - iv. People with disabilities; or
 - v. Small enterprise, as defined in the National Small Enterprise Act, 1996 (Act No. 102 of 1996)
- Preference will be given to Service Providers who have demonstrated previous expertise in the relevant field, capabilities, and have the required qualified human resources.

Preference will also be given to Tenderers who procure only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content.

A tender that fails to meet the pre-qualifying criteria stipulated in the tender documents is an unacceptable tender as stipulated in the PPPF Act 2017, (Act No.5 of 2000): Government Gazette No.40553

Bloem Water promotes Broad Black Economic Empowerment. The name of the firm submitting the tender shall be clearly shown on all correspondence. An appointment will be made in terms of the approved Supply Chain Management Policy of the Board of Bloem Water.

Tender Documentation with complete details is available from **Wednesday, 30 June 2021**, on request and upon payment of a non-refundable tender deposit (payable to Bloem Water) of R1500.00; payment must be made to Bloem Water Finance Department. Documents may be collected at the following address upon producing proof of payment.

For EFT Payment, Bloem Water’s bank account is as follows:

Bank: First National Bank
Account Name: Bloem Water Board
Account Number: 51710086096
Branch: Brandwag
Branch Code: 230534
Use company name as a reference

Contractor

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Employer

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Witness 2

A **Non-compulsory briefing session** with representatives of the employer will be take place on **Thursday, 08 July 2021** at the Bloem Water Head-Office Entertainment Area, 02 Mzuzu Street, Pellissier, Bloemfontein, starting at 11h00 (COVID-19 Protocols will be observed during briefing to minimize the spread of the virus).

The office coordinates are - **29°08'42.2"S 26°09'23.5"E**

Completed proposals must be addressed as below and deposited before 12:00 on **Friday, 30 July 2021** at the Tender Box situated at the Bloem Water Reception Area for Attention:

Supply Chain Management

Bloem Water,
2 Mzuzu Street,
Pellissier,
Bloemfontein,
9322

Each bidder must submit an envelope clearly marked **Tender No. BW189/HO/12: PROPOSED OFFICES EXTENSION FOR BLOEM WATER** with the bidder's name and address. The name of the firm submitting the tender shall be clearly shown on all correspondence. An appointment will be made in terms of the approved Supply Chain Management Policy of the Board of Bloem Water.

Tenders may only be submitted on the tender documentation that has been issued. **A two-envelope system will be followed.**

Each proposal must be submitted in 2 separate envelopes clearly marked:

1. BW189/HO/12 – Request for Proposal (RFP): Proposed Offices Extension for Bloem Water – Technical Proposal.
2. BW189/HO/12 – Request for Proposal (RFP): Proposed Offices Extension for Bloem Water – Financial Proposal.

Proposals which are incomplete, filled incorrectly, or telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Should you do not receive any feedback from Bloem Water after 90 days of submission, consider your tender unsuccessful.

Service Providers who meet the specified quality criteria will be further evaluated in line with the Preferential Procurement Policy Framework Act (PPPFA) principle of 80/20. Bloem Water reserves the right not to award the tender to the highest scoring bidder.

Contractor

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Witness 2

Employer

Witness 1

Witness 2

Technical Queries can be directed to:

Mr T Ngubeni

Executive Engineering and Projects

Tel: 051 - 403 0800

Fax: 051 – 422 5333

Email: themban@bloemwater.co.za

Tender Administrative Queries can be directed to:

Mr T Khaeane or Mr L Moeketsi

Supply Chain Management

Tel: 051 - 403 0800

Fax: 051 – 422 5333

Email: thatok@bloemwater.co.za or leratom@bloemwater.co.za

NB: Service Providers to all departments, constitutional institutions and public entities listed in schedule 2 and 3 of the PFMA are required to self-register on the Central Supplier Database.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Bloem water

CONTRACT NO. BW189/HO/12 PROPOSED OFFICES EXTENSION FOR BLOEM WATER

VOLUME 1: T1.2 TENDER DATA

Clause	Variation and/or Addition to Standard Conditions of Tender
	Part C2 Pricing Data Section C2.1 Pricing Instructions Section C2.2 Schedule of Quantities Section C2.3 Summary of Schedules Section C2.4 Banking Details VOLUME 3: TENDER DRAWINGS
F1.1.3 F.1.3.2	Interpretation Replace the contents of the clause with the following: The Standard Conditions of Tender, the Tender Data, Returnable Documents and Tender Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender.
F.1.5 F.1.5.1	The Employer's right to accept or reject any tender offer Replace the contents of the clause with the following: The Employer may accept or reject any bid or portion thereof, variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but shall give reasons for such action
F.1.6.1	Replace the contents of the clause with the following: The Employer reserves the right, within unambiguous and justifiable reasoning, to not necessarily conclude a contract with the tenderer who in terms of F.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. The Employer reserves the right to accept, where applicable, a part or portion of any bid or where possible accepts bids or proposals from multiple bidders.
F.1.6.2	Competitive negotiation procedure <i>Add the following to F.1.6.2</i> A competitive negotiation procedure will not be followed.
F.1.6.3	Proposal procedure using the two-stage system <i>Add the following to F.1.6.3</i> A two-envelope system will be followed.
F.2	Tenderer's obligations
F2.1.1	Only those tenderers who satisfy the following criteria are eligible to submit tenders: The bidder's primary business is to provide supplies or services as per the bid invitation Accept that all returnable documents and schedules which are required to be certified are done so by a registered Commissioner of Oaths of the Republic of South Africa. a) The Employer will only enter into a formal contract with a tenderer who is registered on the National Treasury Central Supplier Data Base. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Contractor

Witness 1

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Employer

Witness 1

Witness 2

Clause	Variation and/or Addition to Standard Conditions of Tender
	<p>b) The Pre- Qualification Criteria will apply to this tender where preference will be given to suitably qualified tenderers who are members of the designated groups that meets the specific tendering condition</p> <p>(a) a tenderer having a stipulated minimum B-BBEE status level 1 of contributor; (b) an EME, QSE or Generic Enterprises are eligible to tender;</p> <p><u>Designated group” means</u></p> <p>i. Black people ii. Black Designated group iii. Women iv. People with disabilities; or v. Small enterprise, as defined in the National Small Enterprise Act, 1996 (Act No. 102 of 1996)</p> <p>c) CIDB registration and Grading</p> <p>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:</p> <p>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) of 25 (7A) of the Construction Industry Development Regulations, for a 6 GB class of construction work; and</p> <p>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:</p> <p>1) the Employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts; and</p> <p>2) the Employer agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <p>1) every member of the joint venture is registered with the CIDB;</p> <p>2) the lead partner has a contractor grading designation in the 6 GB or Potentially Emerging (5 GB PE) class of work; and</p> <p>3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulation</p>

Contractor

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Employer

Witness 1

Witness 2

Clause	Variation and/or Addition to Standard Conditions of Tender
	<p>d) The tender has not failed to perform on any previous contracts and has been given a written notice to this effect.</p> <p>e) The Tenderer or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</p> <p>f) Only authorised signatories may sign the original and all copies of the tender offer where required in terms of Clause F.2.13.4 of these conditions of tender.</p> <p>g) Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and should be able to submit a valid tax clearance certificate issued by SARS. Each party to a Consortium/Joint Venture should be able to submit a separate valid Tax Clearance Certificate and attach it to the schedule.</p> <p>h) The tenderer should be able to complete the Compulsory Enterprise Questionnaire and confirm that there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract.</p> <p>i) Standard Bidding Documents (SBD) The following standard SBD's should be completed (if applicable) legibly and in full in terms of the requirements of the Department of National Treasury of the Republic of South Africa:</p> <p>SBD 1: Invitation to bid and company information SBD 2: Tax clearance certificate requirements SBD 3.2: Pricing schedule non-firm prices (purchases) SBD 4: Declaration of interest SBD 5: Declaration for procurement above 10 million SBD 6.1: Preference points claim form in terms of the Preferential Procurement regulations 2017 SBD 6.2: Declaration Certificate for Local Production and Content for Designated Sectors SBD 9: Certificate of independent bid determination</p> <p>j) The tenderer should be able to submit the following Certificate: Certified copy of certificate of Incorporation if tenderer is a company or; Certified copy of founding statement if tenderer is a closed corporation or; Certified copy of Partnership agreement if tenderer is a partnership or; Certified copy of Identity document if tenderer is a one man concern or; Certified copy of joint venture agreement if tenderer is a joint venture.</p> <p>Original (or certified copy) municipal rates clearance certificate or a certified copy of the lease agreement. The tenderer should be able to attach certified proof of registration and in Good Standing with the Compensation Commissioner or with a licensed compensation insurer.</p> <p>k) The Bidder should be able to provide a Financial References. l) Certificate copy of latest Unemployment Insurance Fund (UIF) return (if not stated on the valid tax clearance)</p>

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Clause	Variation and/or Addition to Standard Conditions of Tender
F2.2	Add the following to the clause: The Tender Document's deposit is non-refundable. Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer's agent (if required).
F2.6	Add the following to the clause: Failure to acknowledge receipt of any addenda will result in disqualification. It is the responsibility of the tenderer to provide accurate and clear information on the attendance register or Purchase of Tender document register. The Employer's agent will not follow-up on incorrect or unclear information provided.
F2.7	Add the following to the clause: Refer to the Tender Notice and Invitation to Tender (Section T1.1) for the Non-compulsory site visit and clarification meeting information. Tender documents will not be made available at the site visit or clarification meeting. Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1) Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.
F2.8	Replace the contents of the clause with the following: Request clarification of the tender documents, if necessary, by notifying the Employer's official or the Employer's agent indicated in the tender notice and invitation to tender (section T1.1) in writing at least ten(10) working days before the closing time stated in clause 2.15.
F2.10.2	Replace the contents of the clause with the following: Show 10% Contingencies and VAT payable by the Employer separately as an addition to the tendered total of the prices.
F2.11	Add the following to the clause: To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry. Corrections in terms of price may not be made by means of a correction fluid such as Tipp-Ex or a similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the tender as a whole will not be considered. The bid will be rejected if corrections are not made in accordance with the above.

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Clause	Variation and/or Addition to Standard Conditions of Tender
F2.12	Add the following to the clause: No alternative offers will be evaluated.
F2.13	Add the following to the clause: No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.
F2.13.2	Replace the contents of the clause with the following: Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink. All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.
F2.13.3	No copies of the tender offer are required.
F2.13.4	Add the following to the clause: Only authorised signatories may sign the original and all copies of the tender offer where required in terms of the tender data In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. In case of a COMPANY submitting a tender, include a certified copy of the Certificate of Incorporation of such company shall, together with a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSED CORPORATION submitting a tender, include a certified copy of the Founding Statement of such corporation, together with a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf. In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender. In the case of a JOINT VENTURE submitting a tender, include <u>a resolution</u> of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

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Clause	Variation and/or Addition to Standard Conditions of Tender
F2.13.5	<p>Add the following to the clause:</p> <p>Refer to the Tender Notice and Invitation to Tender (Section T1.1) for the Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Tender Box Physical address: Ground Floor Main Entrance, 2 Mzuzu Street, Pellissier, Bloemfontein, 9300 Identification details: Tender number: BW189/HO/12 Title of tender: Proposed Offices : Extension for Bloem Water</p> <p>Sealed tenders with the Tenderer’s name and address and the endorsement “TENDER NO. BW189/HO/12: on the envelope, must be placed in the appropriate official tender box at the abovementioned address.</p>
F2.13.6	A two-envelope procedure will be followed.
F2.13.10	<p>Add the following new clause:</p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p> <p>The offer part of C1.1 Form of Offer and Acceptance, the tenderer declares that all information provided in the tender submission is true and correct.</p>
F.2.13.11	<p>Add the following new clause:</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the tenderer’s past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that the Employer is restricted in accordance with clause 5(1) (h) of the Construction Regulations, 2014, and subject to Clause 3.12, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.</p>
F2.14	<p>Add the following to the clause:</p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Section T2 : Returnable Documents and Schedules Section C1.1 : Form of Offer and Acceptance Section C1.2 : Contract Data Section C2.2 : Bill of Quantities Section C2.3 : Summary of Schedules Section C2.4 : Bank Details</p>

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Clause	Variation and/or Addition to Standard Conditions of Tender
	<p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the tender offer.</p>
F2.15.1	<p>Add the following to the clause:</p> <p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
F2.16.1	<p>Add the following to the clause:</p> <p>The tender offer validity period is 60 days</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
F2.16.3	<p>Add the following new clause:</p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
F2.17	<p>Clarification of tender offer after submission</p> <p>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 resulting from the product of the unit rate and the quantity by the adjustment of certain line item totals. No change in the unit rate or prices or substance of the tender offer is sought, offered, or permitted. The total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals and shall be binding upon the tenderer.</p> <p>Note: Sub-clause F.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.</p>

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Clause	Variation and/or Addition to Standard Conditions of Tender
F2.18.1	Add the following to the clause: Accept that if requested, the Tenderer shall within seven (7) days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition. Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.
F2.23	Refer eligibility criteria as specified in clause F2.1.1, information and data to be completed in all respects as per clause F.2.14, and the test for responsiveness as specified in clause F3.8.1
F.3	The Employer's undertakings
F3.1	Replace the contents of the clause with the following: Respond to a request for clarification received up to ten working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents within seven working days of the same date.
F3.4 F3.4.1	Opening of tender submissions <i>Add the following to F.3.4.1:</i> The time and location for opening of the tender offers is: Time: Tenders will be opened immediately after the closing time (12:00) for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date. Location: Tender Submission Office, Ground Floor Main Entrance, 2 Mzuzu Street, Pellissier, Bloemfontein, 9300
F3.8.1	Test for responsiveness A responsive tender will be evaluated in terms of the following: Accept that failure to comply with any one of this requirements, shall result in a tender offer being regarded as non-responsive <ul style="list-style-type: none"> • the eligibility requirements of Clause F2.1.1, • attendance at the clarification meeting as per Clause F2.7, • all required documents signed by the authorised signatories as per Clause F2.13.4, • acknowledge addenda as per Clause F3.2 • Information and Data required to be Completed in all respects as per Clause F.2.14

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Clause	Variation and/or Addition to Standard Conditions of Tender
F.3.9.1	Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner describe in F3.9
F.3.9.2	<p>Where the Bidder elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>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.</p> <p>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 Bidder's addition of prices, the corrected 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 prices.</p> <p>Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above</p>
F.3.11.1	<p>Evaluation of tender offers</p> <p>Add the following to the clause:</p> <p>The procedure for the evaluation of responsive tenders is:</p> <ol style="list-style-type: none"> 1) Functionality(Quality);and 2) Price <p><u>Functionality (Quality):</u> will be assessed in accordance with F3.11.9. The Contractor must score at least 70 points for functionality (quality) to qualify for further adjudication.</p> <p><u>Price:</u> Evaluation of tender offers will be done in accordance with F3.11.3 Apply Method 2: Financial offers and Preference.</p> <p>Where a maximum of 80 tender adjudication points be awarded for price and a maximum of 20 points for B-BBEE status level of contributor. Refer to PFMA act 1 of 1999, PPPFA act 5 of 2000 and the Preferential Procurement Regulations(PPR) 2017</p>
F.3.11.7	<p>The maximum possible number of tender evaluation points awarded for the financial offer W=(80)</p> <p>The financial offers will be scored in terms of formula 2, option 1 of the Standard Conditions of Tender. Refer to the preferential procurement policy appended to the returnable documents.</p>
F.3.11.8	The maximum possible number of tender evaluation points awarded for Preferences N ^P =(20)
F.3.11.9	<p>Scoring for quality (functionality)</p> <p>In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for quality as stated below.</p> <p>Quality shall be scored independently by no less than Three evaluators.</p>

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Clause	Variation and/or Addition to Standard Conditions of Tender																																						
	<p>The tenderer shall compile a list with relevant proof of each project claimed for point's allocation. The list shall:</p> <ul style="list-style-type: none"> • refer to the information contained in Form T2.2.3 and Form T2.2.5 • clearly describe the scope of works of the project/s with reference to the evaluation indicators in the table below ; and • Clearly refer to the corresponding completion certificate/s listed in Form T2.2.4 (Previously successfully executed completed completion certificates). <p>Only projects with corresponding reference letters or completion certificates from the client or Engineer will be considered.</p> <p>The description of the quality criteria and the maximum possible score for each is shown in the table below.</p> <p>EVALUATION CRITERIA FOR BIDS SUBMITTED TO: Proposed Offices : Extension for Bloem water</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th>Description of Evaluation Criteria.</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td colspan="2">Tenderers Experience</td> </tr> <tr> <td>1) Project over R5 million incl. Vat in value, successful completed by the Tenderer, through the processes of construction, over the last 5 years (provide completion certificates)</td> <td></td> </tr> <tr> <td>a) 5 or more Projects</td> <td style="text-align: center;">30</td> </tr> <tr> <td>b) 4 Projects</td> <td style="text-align: center;">25</td> </tr> <tr> <td>c) 3 Projects</td> <td style="text-align: center;">20</td> </tr> <tr> <td>d) 2 Projects</td> <td style="text-align: center;">15</td> </tr> <tr> <td>e) 1 Project</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: right;">A Maximum point (1)</td> <td style="text-align: center;">30</td> </tr> <tr> <td colspan="2">Description of Quality Criteria</td> </tr> <tr> <td colspan="2">Staff Qualifications and Resources.</td> </tr> <tr> <td>2) Site Agent's Qualification, related to this Project.</td> <td></td> </tr> <tr> <td>a) Civil Engineer in possession of registration with ECSA and NHBRC or either with one of the two Organisation, with equal or more than five (5) years' experience in Building Infrastructure</td> <td style="text-align: center;">15</td> </tr> <tr> <td>b) Civil Engineer not in possession of registration with ECSA and NHBRC but with more than ten (10) years' experience in the Building Infrastructure.</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: right;">Maximum Subtotal (2)</td> <td style="text-align: center;">15</td> </tr> <tr> <td>3) Expertise of Site Foreman, related to this project.</td> <td></td> </tr> <tr> <td>a. Site Foreman with 5 years or more of relevant experience in Building Construction.</td> <td style="text-align: center;">10</td> </tr> <tr> <td>b. Site Foreman with relevant experience between 2 and 4 years in Building Construction.</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: right;">Maximum Subtotal (3)</td> <td style="text-align: center;">10</td> </tr> </tbody> </table>	Description of Evaluation Criteria.	Points	Tenderers Experience		1) Project over R5 million incl. Vat in value, successful completed by the Tenderer, through the processes of construction, over the last 5 years (provide completion certificates)		a) 5 or more Projects	30	b) 4 Projects	25	c) 3 Projects	20	d) 2 Projects	15	e) 1 Project	10	A Maximum point (1)	30	Description of Quality Criteria		Staff Qualifications and Resources.		2) Site Agent's Qualification, related to this Project.		a) Civil Engineer in possession of registration with ECSA and NHBRC or either with one of the two Organisation, with equal or more than five (5) years' experience in Building Infrastructure	15	b) Civil Engineer not in possession of registration with ECSA and NHBRC but with more than ten (10) years' experience in the Building Infrastructure.	10	Maximum Subtotal (2)	15	3) Expertise of Site Foreman, related to this project.		a. Site Foreman with 5 years or more of relevant experience in Building Construction.	10	b. Site Foreman with relevant experience between 2 and 4 years in Building Construction.	5	Maximum Subtotal (3)	10
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Clause	Variation and/or Addition to Standard Conditions of Tender	
	4) OHS Plan submitted. (Compulsory)	5
	5) Project Methodology/Method Statement/Project Implementation Plan in Gantt Chart format submitted.	15
	6) Proposed project Organisation and Staffing/ Organogram, related to this project.	5
	7) Quality management systems	5
	8) Company Profile (compulsory)	5
	9) Tenderers plant resources. <ul style="list-style-type: none"> • The tenderer must prove that the following plant will be available or access for the project: • TLB • LDV • Excavator • Concrete Mixer • Tipper Truck • Scaffolding and shuttering 	10
	B Maximum Points (Subtotal 2-9)	70
	TOTAL EVALUATION POINTS (A+B)	100
	The tenderer must comply with the minimum requirements in accordance with functionality criteria listed above and must score at least 70 points for Functionality to qualify for the next evaluation stage (Price and Preference.)	
F.3.12	Replace the contents of the clause with the following: If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data required by the Employer to provide.	
F.3.16.1	Notice to successful and unsuccessful tenderers Add the following to the clause: Before accepting the tender of the successful tenderer, the Employer shall notify the successful tenderer in writing of the decision of the Employer to award the tender to the successful tenderer. The Employer shall, at the same time as notifying the successful tenderer of the Employer's decision to award the tender to the successful tenderer, also publish tender results on the relevant Websites.	
F.3.18	The successful tenderer shall receive one copy of the signed contract.	

Contractor

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Clause	Variation and/or Addition to Standard Conditions of Tender
F.4	Additional Conditions of Tender
F.4.1	<p>Compliance with Occupational Health and Safety Act 85 of 1993</p> <p>In this regard the Tenderer shall submit with his tender, appended to form T2.2.1, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:</p> <ul style="list-style-type: none"> (1) Management Structure (2) Health and Safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications. (3) Regular monitoring procedures to be performed. (4) Regular liaison, consultation and review meetings with all parties. (5) Site security, welfare facilities and first aid. (6) Site rules and fire and emergency procedures. <p>The Contractor is required to submit to the Employer the Occupational Health and Safety Plan and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.</p>
F.4.2	<p>Claims arising after submission of Tender</p> <p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:</p> <p>Inspected the Contract drawings and read and fully understood the Conditions of Contract,</p> <ul style="list-style-type: none"> b) Read and fully understood the whole text of the Scope of Work and pricing data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract, c) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the Site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby, and d) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer. <p>Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the pricing data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.</p>

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Witness 2

Clause	Variation and/or Addition to Standard Conditions of Tender
<p>F.4.3</p>	<p>Requests for contract documents, or parts thereof, in electronic format</p> <p>The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:</p> <ul style="list-style-type: none"> (a) The electronic version shall not be regarded as a substitute for the issued tender documents. (b) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered. (c) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document. (d) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract. <p>In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.</p>
<p>F.4.4</p>	<p>Combating abuse of the Supply Chain Management Policy</p> <p>In terms of its Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its Directors has:</p> <ul style="list-style-type: none"> a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months; b) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory; c) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system; d) been convicted of fraud or corruption during the past five years; e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

Contractor

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Clause	Variation and/or Addition to Standard Conditions of Tender
<p>F.4.5</p>	<p>Requests for contract documents, or parts thereof, in electronic format</p> <p>The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:</p> <p>(e) The electronic version shall not be regarded as a substitute for the issued tender documents.</p> <p>(f) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.</p> <p>(g) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.</p> <p>(h) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.</p> <p>(i) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.</p>
<p>F.4.6</p>	<p>General Supply Chain Management conditions applicable to tenders</p> <p>In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender:</p> <p>a) has furnished the Employer with that provider's:</p> <ul style="list-style-type: none"> <input type="checkbox"/> full name; <input type="checkbox"/> identification number or company or other registration number; and <input type="checkbox"/> tax reference number and VAT registration number, if any; <input type="checkbox"/> Certificate of attendance at a compulsory site inspection, where applicable. <p>b) has indicated whether:</p> <ul style="list-style-type: none"> <input type="checkbox"/> the provider is in the service of the state, or has been in the service of the state in the previous twelve months; <input type="checkbox"/> the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or

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Witness 2

Employer

Witness 1

Witness 2

Clause	Variation and/or Addition to Standard Conditions of Tender
	<p style="text-align: center;"><input type="checkbox"/> whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.</p> <p>Irrespective of the procurement process followed, the Employer is prohibited from making an award to a person:</p> <ul style="list-style-type: none"> <input type="checkbox"/> who is in the service of the state; <input type="checkbox"/> if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or <p>In this regard, Bidders shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered</p>

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BLOEM WATER

CONTRACT NO. BW189/HO/12

**PROPOSED OFFICES
EXTENSION FOR BLOEM WATER**

VOLUME 1: T1.3 Standard Conditions of Tender

PORTION 1: TENDER

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STANDARD CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 138 of 2015 in Government Gazette No. 39480 of 04 December 2015, Engineering Council of South Africa (ECSA), Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act 2000, (Act 46 of 2000) (see www.ecsa.co.za) which are reproduced without amendment or alteration for the convenience of tenderers as in Annex F to this Tender Data.

F.1 General

F.1.1 Actions

F.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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.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.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) comparative offer means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
- 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; and
- 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.
- e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- f) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.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.

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

F.1.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.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.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be

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

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F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

F.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.

F.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.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.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.

F.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.

F.2.2 Cost of tendering

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.

F.2.3 Check documents

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

F.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.

F.2.5 Reference documents

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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.

F.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.

F.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.

F.2.8 Seek clarification

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

F.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.

F.2.10 Pricing the tender offer

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

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

F.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.

F.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. Erasures and the use of masking fluid are prohibited.

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F.2.12 Alternative tender offers

F.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.

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

F.2.13 Submitting a tender offer

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

F.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.

F.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.

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 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.

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

F.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.

F.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.

F.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.

F.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.

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F.2.15 Closing time

F.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.

F.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.

F.2.16 Tender offer validity

F.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.

F.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.

F.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.

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

F.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 F.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.*

F.2.18 Provide other material

F.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.

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

F.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.

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F.2.20 Submit securities, bonds, policies, etc.

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

F.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.

F.2.22 Return of other tender documents

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.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.

F.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 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 drew documents.

F.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.

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F.3.4 Opening of tender submissions

F.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.

F.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, preferences claimed and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

F.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.

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

F.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.

F.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.

F.3.8 Test for responsiveness

F.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.

F.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

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- 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.

F.3.9 Arithmetical errors, omissions and discrepancies

F.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.

F.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 F.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.

F.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.

F.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.

F.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.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

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F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.

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- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

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

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

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

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

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

Consultant

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Employer

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Witness 2

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

1	2	3	4
Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P/P_m$
2	Lowest price or percentage commission/fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m/P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of evaluation points for quality using the following formula:

$$NQ = W_2 \times S_o/M_s$$

Where;

- S_o is the score for quality allocated to the submission under consideration;
- M_s is the maximum possible score for quality in respect of a submission; and
- W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

F.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.

F.3.13 Acceptance of tender offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer’s procurement,
- 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,
- has the legal capacity to enter into the contract,

Consultant
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 Witness 2

- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.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.

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

F.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.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

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

F.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.

F.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.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BLOEM WATER

CONTRACT NO. BW189/HO/12

PROPOSED OFFICES
EXTENSION FOR BLOEMWATER

PART T2
RETURNABLE DOCUMENTS

BLOEM WATER
PROPOSED OFFICES EXTENSION FOR BLOEM WATER
TENDER BW189/HO/12

PART T2: RETURNABLE DOCUMENTS AND SCHEDULE

PAGE (S)

The bidder must complete the following returnable documents.

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T2.2	OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES.....	T2.2-1
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT	T2.3-1
T2.4	CHECKLIST.....	T2.4-1

NOTE:

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the bid. All the documents indicated on Part T1, must be completed and signed where applicable and submitted as a complete set of documents.

BLOEM WATER
CONTRACT NO. BW189/HO/12
PROPOSED OFFICES
EXTENSION FOR BLOEMWATER

**VOLUME 1: T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION
PURPOSES**

Contractor

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Employer

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T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

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Employer

Witness 1

Witness 2

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF BLOEM WATER

BID NUMBER: **BW189/HO/12** CLOSING DATE: **30 July 2021** CLOSING TIME: **12:00**

DESCRIPTION: **PROPOSED OFFICES EXTENSION FOR BLOEM WATER**

BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: **Bloem Water Reception Area for Attention: Supply Chain Management, Bloem Water, 2 Mzuzu Street, Pellissier, BLOEMFONTEIN, 9322**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 8 hours a day (7:30am to 16:15pm), 5 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE.NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?
(SBD 6.1)

YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project Description: Proposed Offices: Extension for Bloem water
Project Number: BW189/HO/12

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....

A REGISTERED AUDITOR
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 or NO
[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: SCM Office
Contact Person: Mr. T Khaeane or Mr. L Moeketsi
Tel: (051) 403 0800
.....
Fax: (051) 422 5333
.....
E-mail address: thatok@bloemwater.co.za or leratom@bloemwater.co.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department: Executive Engineering and Projects
Contact Person: Themba Ngubeni
Tel: (051) 403 0800
Fax: (051) 422 5333
E-mail address: themban@bloemwater.co

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION OF INTEREST

Any legal person, including persons employed by the state¹, 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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, shareholder², member):

.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD 4

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 presently employed by the state? **YES / NO**

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 attach 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**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD 4

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

YES/NO

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 Income Tax Reference Number	State Employee Number / Personnel Number

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD 6.1

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

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, 2011.

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 equal to or above R30 000.00 and 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 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD 6.1

1.5. 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

- 2.1.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD 6.1

- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD 6.1

5. Points awarded for B-BBEE Status Level of Contribution

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD 6.1

6. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

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

8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 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 contribution indicated in paragraph 7 of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:

ADDRESS:

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 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) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD 6.2

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 –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD 6.2

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

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

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

4.1 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.

**5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
 (Tick applicable box)**

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD 6.2

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD 6.2

(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
- (ii) the declaration templates have been audited and certified to be correct.

(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 13 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: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project Description: Proposed Offices: Extension for Bloemwater
 Project Number: BW189/HO/12

SATS 1286.211

ANNEXURE C

Local Content Declaration - Summary Schedule

Note: Vat to be excluded from all Calculation

(C1) Tender No			
(C2) Tender Description:			
(C3) Designated Product(s)			
(C4) Tender Authority:			
(C5) Tendering Entity Name			
(C6) Tender Exchange Rate:	Pula	EU	GBP
(C7) Specified Local Content %			

Calculation of Local Content							
Tender Item No	List of Items	Tender Price each (excl Vat)	Exempted Imported Value	Tender Value net of exempted imported content	Imported Value	Local Value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender Summary			
Tender Qty	Total Tender Value	Total exempted imported content	Total Imported Content
(C16)	(C17)	(C18)	(C19)

Signature of Tenderer From Annex B _____

Date: _____

(C20) Total Tender Value _____

(C21) Total Exempt imported content _____

(C22) Total tender Value net of exempt imported content _____

(C23) Total Imported Content _____

(C24) Total Local Content _____

(C25) Average local content % of tender _____

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

Project Description: Proposed Offices: Extension for Bloemwater
 Project Number: BW189/HO/12

ANNEXURE D

Imported Content Declaration - Supporting Schedule to Annex C

Note: Vat to be excluded from all Calculation

(C1) Tender No							
(C2) Tender Description:							
(C3) Designated Product(s)							
(C4) Tender Authority:							
(C5) Tendering Entity Name							
(C6) Tender Exchange Rate:		Pula		EU		GBP	

A Exempted Imported content

Calculation of Imported Content										Tender Summary	
Tender Item No	Description of Imported Content	Local Supplier	Overseas Supplier	Foreign currency value as per Commercial invoice	Tender Exchange rate	Local Value of imports	Freight costs to port of entry	All Locaally incurred landing costs & duties	Total landed cost excl. vat	Tender Qty	Exempted Imported Value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempted Imported Value

This total must correspond with Annex C-C21

B Imported Directly by the tenderer

Calculation of Imported Content										Tender Summary	
Tender Item No	Description of Imported Content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial invoice	Tender Exchange rate	Local Value of imports	Freight costs to port of entry	All Locaally incurred landing costs & duties	Total landed cost excl. vat	Tender Qty	Total Imported Value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total Imported Value by tenderer

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Project Description: Proposed Offices: Extension for Bloemwater
 Project Number: BW189/HO/12

C Imported by a 3rd party and supplied to the Tenderer				Calculation of Imported Content						Tender Summary	
Description of Imported Content	Unit of measure	Local Supplier	Overseas Supplier	Foreign currency value as per Commercial invoice	Tender Exchange rate	Local Value of imports	Freight costs to port of entry	All Locaally incurred landing costs & duties	Total landed cost excl. vat	Tender Qty	Total Imported Value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D32) Total Imported Value by tenderer											

D Other foreign currency payments		Calculation of foreign currency payments			Summary of payments
Description of Imported Content	Local Supplier Making the payment	Overseas Beneficiary	Foreign currency value Paid	Tender rate of Exchange	Local Value of Payment
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					
(D53) Total of Imported content & foreign currency payments -(D32) ,(D45)&(D52) above					

Signature of Tenderer From Annex B

(D53) Total of Imported content & foreign currency payments -(D32) ,(D45)&(D52) above

This total must correspond with Annex C-C23

Date: _____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Annexure E			SATS 1286.2011
Local Content Declaration - Supporting Schedule to Annex C			
Note: VAT to be excluded from all calculations			
(E1)	Tender No.		
(E2)	Tender Description		
(E3)	Designated products:		
(E4)	Tender Authority:		
(E5)	Tendering Entity name:		
Local Products (Goods, Services and Works)	Description of Items Purchased	Local Suppliers	Value
	<i>(E6)</i>	<i>(E7)</i>	<i>(E8)</i>
<i>(E9) Total Local Products (Goods, Sevices and Works)</i>			
(E10)	Manpowered costs	(Tenderer's Manpower Cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
<i>(E13) Total Local Content</i>			
This total must correspond with Annex C - C24			
Signature of tenderer from Annex B			
Date: _____			

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 <i>audi alteram partem</i> 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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project Description: Proposed Offices: Extension for Bloemwater
Project Number: BW189/HO/12

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

This Standard Bidding Document (SBD) must form part of all bids¹ invited.

1. 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.
2. 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.
3. 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.
4. 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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
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 consortium³ will not be construed as collusive bidding.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD 9

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.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T2.1.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number Close

corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate)	
		Current	Within last 12 months

*insert separate page if necessary

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate)	
		Current	Within last 12 months

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Position _____

Name _____ Position _____

Enterprise name _____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM T2.1.2 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*tenderer*).....

of (*address*).....

..... was represented by the person(s) named below
at the compulsory meeting held for all tenderers at (*location*).....

..... on (*date*)..... starting at (*time*)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the Site of the Works and its surroundings and / or matters incidental to doing the work specified in the Tender Documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender. I / We also acknowledge that I / we have examined the Site Data made available by the Employer (including borehole cores and related information).

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T2.1.3 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T2.1.4 REGISTRATION CERTIFICATE / AGREEMENT /POWERS OF ATTORNEY / ID DOCUMENT (IF APPLICABLE)

Important note to Tenderer: Registration Certificates for Companies, Close Corporation and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID Document for Sole Proprietor, all as referred to in the foregoing forms and in T2.2.6 must be inserted here.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T2.1.5 CERTIFIED PROPOSED JOINT VENTURE AGREEMENT

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture:

.....

.....

Consisting of the following businesses (Joining Entities)

NAME JOINING ENTITY	TAX No	PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT
..... %
..... %
..... %
..... %
..... %

The above-mentioned Joint venture will execute the Contract under the management of (full name)

..... who is an employee of (name of joining entity) ;

and in accordance with any further agreements as attached to this document, titled

and dated(if applicable).

Bank guarantees and retention money (where required) will be provided or paid by (name of joining entity)

..... who will be responsible for the fulfillment of the retention obligations (where required) asset out in the Contract Document.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Signed by the duly authorized representatives of the above-mentioned Joint Entities:

JOINING ENTITY AND POSITION	FULL NAME (Position)	SIGNATURE	DATE
.....
.....
.....
.....
.....

WITNESSES:

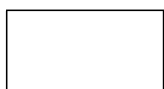
1.
2.



Contractor



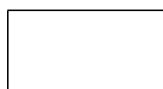
Witness 1



Witness 2



Employer



Witness 1



Witness 2

FORM T2.1.6 CERTIFICATE OF AUTHORITY OF SIGNATURE

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

All signatories, including **sole proprietors**, shall confirm their authority by **attaching to this page of this tender** a duly signed and **dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be

(I) Certificate for Company

I,, chairperson of the Board of Directors of

.....

....., hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with the tender for **CONTRACT BW/189/HO/12** and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(II) Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
 hereby authorize Mr/Ms , acting in the capacity of
, to sign all documents in connection with the
 tender for Tender **CONTRACT BW189/HO/12** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(III) Certificate for Partnership

We, the undersigned, being the key partners in the business trading as,
, hereby authorize Mr/Ms,
 acting in the capacity of, to sign all documents in connection
 with the tender for Tender **CONTRACT BW189/HO/12** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all key partners upon who rests the direction of the affairs of the partnership as a whole.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(IV) **Certificate of Authority for Joint Ventures**

This Returnable Schedule is to be completed by joint ventures.

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

....., authorized signatory of the company

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

Note : *This certificate is to be completed and signed by all key partners upon who rests the direction of the affairs of the Joint Venture as a whole.*

(V) **Certificate for Sole Proprietor**

I,, hereby confirm that I am the sole owner of the Business

trading as

Signature of sole owner: **Date:**

As Witnesses:

1..... **Date:**

2. **Date:**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T2.1.7 CERTIFIED TAX CLEARANCE CERTIFICATE

Tax Clearance Certificate obtained from SARS to be inserted here.

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2007 promulgated with the Preferential Policy Framework Act No 5 of 2000:

Tax clearance certificate

No contract may be awarded to a person who has failed to submit a valid Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or those suitable arrangements have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 6 months from date of issue.

Each party to a Consortium / Joint Venture / Subcontractors must complete a separate Tax Clearance Certificate.

Failure to submit valid Tax Clearance Certificate will invalidate the tender.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T2.1.8 CERTIFIED COPY OF LATEST UIF RETURN

The Tenderer must attach hereto a copy of the latest Unemployment Insurance Fund return.

Unemployment Insurance Contributions Act, No. 4 of 2002

CHAPTER 2

Duty to contribute and recovery of contributions

5. Duty to contribute to Fund

- (1) Every employer and every employee to whom this Act applies must, on a monthly basis, contribute to the Unemployment Insurance Fund.
- (2) The contributions must be paid by the employer either to the Commissioner in terms of section 8 or to the Unemployment Insurance Commissioner in terms of section 9, whichever is applicable to the particular employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM T2.1.9 CERTIFIED COPY OF LATEST MUNICIPAL RATES AND TAXES
CLEARANCE CERTIFICATE OR COPY OF VALID LEASE AGREEMENT
(IF RENTING)**

The Tenderer must attach hereto a certified copy of their latest municipal rates and taxes clearance certificate or a copy of a valid lease agreement (if renting)



Contractor



Witness 1




Witness 2



Employer



Witness 1



Witness 2

FORM T2.1.10 CERTIFIED PROOF OF CONFIRMATION OF EMPLOYMENT EQUITY POLICY FROM THE DEPARTMENT OF LABOUR

The Tenderer must attach hereto a copy of the confirmation from the Department of Labour that their Employment Equity Policy has been submitted.

Employment Equity Act, 55 of 1998

Employment Equity Plan: Section 20

- a. A designated employer must prepare and implement a plan to achieve employment equity, which must:
- have objectives for each year of the plan;
 - include affirmative action measures;
 - have numerical goals for achieving equitable representation;
 - have a timetable for each year;
 - have internal monitoring and evaluation procedures, including internal dispute resolution mechanisms; and
 - identify persons, including senior managers, to monitor and implement the plan

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM T2.1.11 CERTIFIED COPY OF LETTER OF GOOD STANDING
WITH THE COMPENSATION COMMISSIONER OR WITH
A LICENSED COMPENSATION INSURER**


The Tenderer must attach hereto certified copy of Letter of good standing with Compensation Commissioner or with a licensed compensation insurer




Contractor




Witness 1



Witness 2



Employer



Witness 1



Witness 2

FORM T2.1.12 CONTRACTOR'S CERTIFIED COPY OF CIDB REGISTRATION CERTIFICATE

Provide CRN Number of CIDB Certificate of Registration:

The Tenderer shall attach hereto the Contractor's Certificate of Registration with CIDB. Failure to submit the certificate with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender.

Tenderers who have made application to CIDB for registration and are capable of being so registered prior to the evaluation of submissions must attach a notification from CIDB that their application is being considered.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T2.1.13 BROAD BASED BLACK ECONOMIC EMPOWERMENT (B- BBEE) STATUS LEVEL CERTIFICATES

1. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.
2. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for BBEE.
3. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
4. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T2.1.14 PRO-FORMA CERTIFICATE OF INSURANCE COVER

Note to tenderer:

In the event of the tenderer being a joint venture/consortium the following details of the individual members must also be provided after award of Contract.

The tenderer shall provide the following details of this insurance cover:

1. Name of Tenderer:

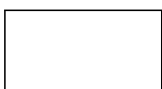
2. Period of Validity:

3. Value of Insurance:
 - (a) Insurance for Works and Contractor's Equipment:
Company:
Value:

 - (b) Insurance for Contractor's Personnel:
Company:
Value:

 - (c) General Public Liability:
Company:
Value:

Tenderer/(Authorized Signatory Signature):



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

FORM T2.1.15 SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of **relevant** equipment that the bidder 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.

	Quantity	Description, size, capacity, etc.	Indicate if equipment is : <input type="radio"/> owned, <input type="radio"/> rented, <input type="radio"/> will be rented <input type="radio"/> will be bought
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T2.1.16 FINANCIAL ABILITY TO EXECUTE THE PROJECT

In terms of Clause F2.18.1 of the Conditions of Tender, the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion. However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for the project.

Provide details on the surety provided if the tender is awarded to your company/firm.

AMOUNT : _____ (See Section C 1.3 Contract Data Clause 6 for required amount expressed as a percentage (%) of Contract price)

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990) :
- Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998) :

- Cash : _____

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

Month No	Amount (VAT included)			
	a Expected Certificate Value (Value of Work done)	b Expense Payments made (Labour, materials, etc)	a – b Net cash flow	Cumulative cash flow
1			d	d1=d
2			e	e1=e+d1
3			f	f1=f+e1
4			g	g1=g+f1
5			h	h1=h+g1
6			Etc.	Etc

Failure to provide either to complete this form or the required bank details with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

I / We agree, if required, to furnish a copy of the latest audited set of financial statements together with my / our Director's and Auditors' report for consideration by the Employer.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

Signed

Date

Name

Position

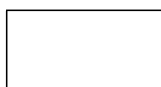
Tenderer _____



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

FORM T2.1.17 FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report.

TENDERER'S TAX DETAILS

Tenderer's VAT vendor registration number :

Tenderer's SARS tax reference number :

DETAILS OF TENDERING ENTITY'S BANK

If the tenderer is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference :

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER		
	Name of bank	Contact person	
Branch name			
Branch code			
Street address			
Postal address			
Telephone number ()	Fax number		
Account number			
Type of account, (i.e. cheque account)			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T2.1.18 CERTIFIED COPY OF FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BLOEM WATER

CONTRACT NO. BW189/HO/12

**PROPOSED OFFICES
EXTENSION FOR BLOEMWATER**

**T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION
PURPOSES**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

The tenderer must complete the following returnable schedules.

The documents and schedules the tenderer shall submit with the tender shall include, but not be limited to those set out below.

Other documents required for Tender evaluation purposes:

Section	Description	INDEX	Page
FORM T2.2.1	Approach Paper		T2.2-3
	<ul style="list-style-type: none"> • Construction method statement/approach • Proposed project schedule • Proposed project organization and staffing • Health and safety plan • Quality management systems 		
FORM T2.2.2	Experience of key staff and Curriculum Vitae of key personnel		T2.2-5
FORM T2.2.3	Schedule of Previous Work carried out by the Tenderer.....		T2.2-7
FORM T2.2.4	Projects previously successfully completed with Completion Certificates.....		T2.2-8
FORM T2.2.5	Current Workload		T2.2-9
FORM T2.2.6	Fulfillment of the Construction Regulations, 2014		T2.2-10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T2.2.1 APPROACH PAPER

The tenderer shall prepare an approach paper to be evaluated in terms of the tenderers ability to relate to the proposed scope of work/project design.

The tenderers **APPROACH PAPER** shall include, but not limited to, the following:

- 1) **CONSTRUCTION METHOD STATEMENT/APPROACH**
- 2) **PROPOSED PROJECT SCHEDULE**
- 3) **PROPOSED PROJECT ORGANISATION AND STAFFING**

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

4) **HEALTH AND SAFETY PLAN**

In terms of Clause F.3.13.(g), the Tenderer shall submit with his tender, appended to Form 2.2.22: Health and Safety Plan in T2.2 Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

1. Management structure, site supervision and responsible persons including a succession plan.
2. Contractor's induction training Programme for employees, sub-contractors and visitors to the Site.
3. Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
4. Regular monitoring procedures to be performed.
5. Regular liaison, consultation and review meetings with all parties.
6. Site security, welfare facilities and first aid.
7. Site rules and fire and emergency procedures.

Tenderers are to note that the appointed Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5) QUALITY MANAGEMENT SYSTEMS

The quality management systems and procedures which ensure compliance with stated employer's requirements will be evaluated.

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

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

Signed

Date

.....

.....

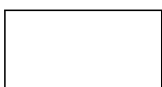
Name

Position

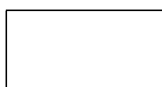
.....

.....

Tenderer.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

FORM T2.2.2 EXPERIENCE OF KEY STAFF

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

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

NOTE: Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.

The tenderer shall submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

The CV should be structured under the following headings:

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

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

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

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer

.....

Provide separate forms for each position listed in Form: Key Personnel

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T2.2.2 Curriculum Vitae of Key Personnel

Provide separate forms for each position listed in Form: Key Personnel

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required Service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
 Signature of person named in the schedule

.....
 Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T2.2.3 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY TENDERER

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule.

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed	Completion certificate attached Yes / No

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

Signed

.....

Date

.....

Name

.....

Position

.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM T2.2.4 PREVIOUSLY SUCCESSFULLY COMPLETED COMPLETION
CERTIFICATES**

Attach Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T2.2.5 CURRENT WORKLOAD

List your current contracts and obligations:

	Description	Value (R)	Start date	Duration	Expected completion date
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you? (Tick)

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T2.2.6 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of Clause 4(4) of the Occupational Health and Safety Act, Act no 85 of 1993 (OHSA) Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.

(Tables to be completed by Tenderer)

TABLE 1: COST OF SAFETY PERSONNEL

PERSONNEL	COSTS AS ALLOWED IN TENDER	NOMINATED PERSON/S
Construction Supervisor		
Construction Safety Officer		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TABLE 2: COST OF SAFETY EQUIPMENT

EQUIPMENT	STATE YES or NO	COST ALLOWED FOR IN TENDER
Hard hats		
Safety boots		
Harnesses		
Gas detectors		
Add items as per risk assessment:		
Medicals		
Training		
Barricading		
Security		

4. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
5. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer and his Agents, visitors, and officials and inspectors of the Department of Labour.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

END OF SECTION



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

BLOEM WATER

CONTRACT NO. BW189/HO/12

**PROPOSED OFFICES
EXTENSION FOR BLOEMWATER**

**T2.3 OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE
CONTRACT**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.3 OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

The tenderer must complete the following returnable schedules.

The documents and schedules the tenderer shall submit with the tender shall include, but not be limited to those set out below.

Documents that will become part of the Contract:

INDEX

Section	Description	Page
FORM T2.3.1	Prospective Tenderer's registration form/change of registration form	T2.3-3
FORM T2.3.2	Declaration.....	T2.3.4
FROM T2.3.3	Conditions Pertaining to Targeted Procurement.....	T2.3-6
FROM T2.3.4	Contract Participation Goal Schedule: Participation of Targeted Labour	T2.3-14

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T2.3.1 PROSPECTIVE TENDERER'S REGISTRATION FORM /CHANGE OF REGISTRATION FORM

The Main Tenderers, Subcontractors or Joining Entities listed in Table 1 of the Schedule No 7 must complete this form despite the fact that they must register as a Registered Tenderer separately.

All Tenderers (Main Contractor, Subcontractors or Joining Entities) intending to tender, or a Registered Tenderer who's registration information has changed in the meantime, must complete this form and submit it to the client not later than 7 days before the closing of the relevant tender.

* **Complete in full (indicate N/A where not available or applicable) and indicate if the information is submitted for the first time (F), it is unchanged (U) or has changed (C) since the previous submission.**

Name of Business (or person, in case of goods/services provided by a person):

..... ()*

Official physical address of business, e-mail, telephone and fax numbers:

Address: ()*

e-mail: ()*

Telephone: ()*

Fax: ()*

Electricity account no. if a local business: ()*

Type of business (Company, cc, etc): ()*

Main business activity (Stationary Dealer, Building Contractor, etc):

..... ()*

Estimated annual turnover (to remain confidential): R..... ()*

Full name of controlling shareholder if not a one-man business (to remain confidential):

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T2.3.2 DECLARATION:

I/We, the undersigned:

- (a) bid to supply and deliver to BLOEMWATER [hereafter "BW"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- (c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;
- (d) confirm that this bid may only be accepted by BW by way of a duly authorised Letter of acceptance;
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between BW and the undersigned;
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;
- (h) acknowledge that the information furnished is true and correct;
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of BW that the claims are correct. If the claims are found to be inflated, BW may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by BW as a result of the award of the contract and/or cancel the contract and claim any damages which BW may suffer by having to make less favourable arrangements after such cancellation;
- (j) declare that no government rates and taxes or municipal service charges owed by the bidder or any of its directors to the government, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract or any other organ of state, after written notice was given to me that my performance was unsatisfactory.

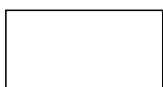
*Signed at.....this.....day
of..... 2017*

Authorised Signature: _____

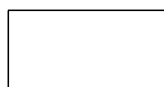
Name of Bidding Entity: _____

Date: _____

As witness: 1. _____



Contractor



Witness 1



Witness 2



Employer



Witness 1




Witness 2

FORM T2.3.3 CONDITIONS PERTAINING TO TARGETED PROCUREMENT


2.3.3.1	PREAMBLE	T2.3.7
2.3.3.2	DEFINITIONS	T2.3.7
2.3.3.3	LEGISLATIVE BASE	T2.3.8
2.3.3.4	SCOPE	T2.3.8
2.3.3.5	PURPOSE	T2.3.8
2.3.3.6	OBJECTIVES	T2.3.8
2.3.3.7	GENERAL PRINCIPLES GOVERNING THE MUNICIPALITY IN ITS INTERACTION WITH BIDDERS	T2.3.8
2.3.3.8	ADJUDICATION OF BIDS	T2.3.9
2.3.3.9	IMPLEMENTATION FRAMEWORK	T2.3.10
2.3.3.10	COMPLAINTS/DISQUALIFICATIONS	T2.3.10
2.3.3.11	DISQUALIFICATIONS	T2.3.11
2.3.3.12	DATA BASE ON LOCAL SMME	T2.3.11
2.3.3.13	ADDENDUM: DEFINITION OF A SMALL BUSINESS, SPECIFICALLY AN SMME	T2.3.12




Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

2.3.3 CONDITIONS PERTAINING TO TARGETED PROCUREMENT

THE FOLLOWING IS AN EXTRACT FROM THE PROCUREMENT POLICY AND STRATEGY TERMS OF THE PREFERENCE DOCUMENT

2.3.3.1 PREAMBLE

BLOEMWATER aims to improve the quality of life of all citizens and to free the potential of each person. Within a framework of facilitating service delivery, through efficient and effective governance, Bloem Water wishes to take into account the need for transparent and effective Supply Chain Management Procurement Policy that give effect to the principle of preferential procurement.

2.3.3.2 DEFINITIONS

In this policy, unless the context otherwise indicates:

2.3.3.2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid document, including conditions as specified in the Supply Chain Management Procurement Policy and related legislation.

2.3.3.2.2 **“Chairperson”** means the chairperson of the Bid Committee.

2.3.3.2.3 **“Executive Engineer”** means the Head of Engineering and Projects, Bloemwater.

2.3.3.2.4 **“Committee”** refers to the Bid Committee.

2.3.3.2.5 **“Contractor”** refers to bidders who have been successful in being awarded Bloem Water contracts.

2.3.3.2.6 **“Equity ownership”** refers to the percentage ownership and control, exercised by individuals within an enterprise.

2.3.3.2.7 **“HDI equity ownership”** refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of an HDI.

2.3.3.2.8 **“Member”** means a member of the Bid Committee.

2.3.3.2.9 **“Historically disadvantaged individuals (HDI’s)”** means all South African citizens –

- (i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the Interim Constitution”); and / or
- (ii) Who is a female; and / or
- (iii) Who has a disability:

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

2.3.3.2.11 **“SMMEs”** (Small, Medium and Micro Enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996). Please note the attached addendum for a definition of SMMEs for different economic sectors (Clause 2.3.3.14).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.3.3.2.12 “**Bid Advice Centre**” refers to a centre established and operated by Government, which provides information and assistance to SMMEs in general, and bidders bidding for Government goods and services.

2.3.3.2.13 “**Contract**” refers to a legally binding agreement between Bloem water and the Contractor.

2.3.3.3 LEGISLATIVE BASE

The Bloem Water Supply Chain Management Policy is governed by the following legislation and informed by the following policy frameworks:

- Constitution of South Africa (Act 108 of 1996)
- Preferential Procurement Policy Framework Act (Act 5 of 2000)
- Broad Based Black Economic Empowerment Act (Act No. 53 of 2003)
- PFMA Finance Management Act (Act No. 1 of 1991).

2.3.3.4 SCOPE

The Bloem Water Supply Chain Management Policy applies to all contracts awarded by Bloemwater.

2.3.3.5 PURPOSE

The purpose of the policy is to provide a framework within which effect can be given to the principle of preferential procurement, while ensuring that transparent, efficient and effective procurement practices are adhered to.

2.3.3.6 OBJECTIVES

The objectives of BLOEMWATER’s procurement policy are to:

- 2.3.3.6.1 Provide clarity on BW approach to procurement, particularly with regards to the requirements of preferential procurement.
- 2.3.3.6.2 Provide access to contracts for historically disadvantaged individuals.
- 2.3.3.6.3 Promote SMME participation.
- 2.3.3.6.4. Promote capacity development and skills transfer.
- 2.3.3.6.5 Promote community empowerment and development.
- 2.3.3.6.6 Promote job creation.
- 2.3.3.6.7 Create an enabling contractual environment.

2.3.3.7 GENERAL PRINCIPLES GOVERNING BLOEMWATER IN ITS INTERACTION WITH BIDDERS

In dealing with bidders bidding for BW work, BW will adhere to the principles of:

2.3.3.7.1 Efficiency

- 2.3.3.7.1.1 BW undertakes to administer the procurement process in the most efficient manner possible, avoiding time delays and duplication of activities.
- 2.3.3.7.1.2 Where such delays are unavoidable, BW undertakes to inform all bidders of the nature of the delay and the revised time frames.

2.3.3.7.2 Courtesy

All staff members of BW will deal with bidders in a courteous and respectful manner.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.3.3.7.3 Transparency

2.3.3.7.3.1 All bidders' processes will be open to the scrutiny of the public and interested parties.

2.3.3.7.3.2 BW will take all reasonable steps to ensure that its processes are clearly defined and understandable to all interested parties.

2.3.3.7.4 Access to Information

BW will take reasonable steps to ensure that all bidders have equal access to information on the product or service to be bided, as well as the bid process itself.

2.3.3.8 ADJUDICATION OF BIDS

Bids are adjudicated in terms of BW Procurement Policy, and the following framework is provided as a guideline in this regard.

2.3.3.8.1. Technical adjudication and General Criteria

Bids will be adjudicated in terms of inter alia:

- **Compliance with bid conditions**
- **Technical specifications**

2.3.3.8.2 Infrastructure and resources available

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Plant and equipment available for the contract owned by the bidder
- Plant and equipment the bidder intends renting, should the contract be awarded to him.

2.3.3.8.3 Size of enterprise, and current workload

Evaluation of the bidder's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

2.3.3.8.4 Staffing profile

Evaluation of the bidder's position in terms of:

- Staff available for this contract being bided for
- Qualifications and experience of key staff to be utilised on this contract.

2.3.3.8.5. Previous experience

Evaluation of the bidder's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.3.3.8.6 Financial ability to execute the contract

Evaluation of the bidder's financial ability to execute the contract. Emphasis will be placed on the following:

- Surety proposed
- Estimate cash flow
- Contact the bid's bank manager to assess the bidder's financial ability to execute the contract and the bidder hereby grants his consent for this purpose.

2.3.3.9 IMPLEMENTATION FRAMEWORK

2.3.3.9.1 For contracts with a Rand value above a prescribed amount (taken as R1000 000.00) a maximum of 10 points may be allocated for specific goals as outlined above provided that the lowest acceptable bid scores 90 points.

2.3.3.9.2 For contracts with a Rand value equal to or below a prescribed amount (taken as R1000 000,00) a maximum of 20 points may be allocated for specific goals as outlined above, provided that the lowest acceptable bid scores 80 points for price.

2.3.3.9.3 Any other acceptable bids that are higher in price must be awarded fewer points, on a pro rata basis, calculated on their bid price in relation to the lowest acceptable bid, in accordance with a prescribed formula.

2.3.3.10 COMPLAINTS/DISQUALIFICATIONS

Should any issues of concern with regard to the procurement process arise, the following steps will apply:

2.3.3.10.1 A bid will be subject to rejection/disqualification when:

2.3.3.10.1.1 A supplier provided false information.

2.3.3.10.1.2 Under pressure or influence was exerted on a person involved in evaluating a bid.

2.3.3.10.1.3 A financial reward was provided to a person involved in evaluating a bid.

2.3.3.10.1.4 A person involved in evaluating a bid has a material interest in the outcome of the application, and has not declared such interest, or has not recused him/herself from the evaluation process of such a bid.

2.3.3.10.2 In such cases the following steps should be taken:

2.3.3.10.2.1 The Executive Engineer will investigate the matter and make recommendations to the Bid Committee.

2.3.3.10.2.2 The Bid Committee will decide or make recommendations to BW, for a resolution on the matter.

2.3.3.10.2.3 A written notice will be sent to the bidder or service provider requiring him/her to make a representation to the Bid Committee on how the issues of concern will be addressed, within 14 days of receiving the notice, subject to it being an issue which can in fact be addressed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.3.3.10.2.4 The Bid Committee will consider the representation and if they are not satisfied that the issues of concern have been addressed will:

- Disqualify the bid
- Recover any losses or damages suffered by BW due to the failure to comply.
- Bar the bidder from being considered for any bid for a defined period of time.

2.3.3.10.2.5 The bidder will be notified in writing on:

- The reasons for the decision.
- His/her right to appeal against the Bid Committee’s decision.
- Name of a contact person to discuss the matter.

2.3.3.10.2.6 The Bidder must launch an appeal:

- Within 14 days of the date of notice.
- Setting out the grounds for the appeal.
- Addressed to the office of the CE with copies to the Executive Engineer.

2.3.3.10.2.7 The Procurement Appeals Tribunal will hear the appeal.

2.3.3.10.2.7.1 The tribunal will comprise of 3 or 5 (uneven number) arbitrators.

2.3.3.10.2.7.1 BLOEMWATER employees may not be members of the Tribunal.

2.3.3.10.2.8 The Executive Engineer must produce procedures for administering the appeals process and revise these on an annual basis.

2.3.3.11 DISQUALIFICATIONS

Non compliance with the Preferential Procurement Policy Framework Act.

2.3.3.12 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

a) Bidders should be registered on the National Treasury Central Supplier Database.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.3.3.13 ADDENDUM: DEFINITION OF A SMALL BUSINESS, SPECIFICALLY AN SMME

An SMME (small, medium or micro enterprise) is defined in terms of the National Small Business Act, Act 102 of 1996, as shown in the following table:

PRESIDENT'S OFFICE
No. 1901. 27 November 1996

Sector or subsectors in accordance with the Standard Industrial Classification	Size or class	Total full-time equivalent of paid employees	Total annual turnover	Total gross asset value (fixed property excluded)
		Less than	Less than	Less than
Agriculture	Medium	100	R 4.00 m	R 4.00 m
	Small	50	R 2.00 m	R 2.00 m
	Very small	10	R 0.40 m	R 0.40 m
	Micro	5	R 0.15 m	R 0.10 m
Mining and Quarrying	Medium	200	R30.00 m	R18.00 m
	Small	50	R 7.50 m	R 4.50 m
	Very small	20	R 3.00 m	R 1.80 m
	Micro	5	R 0.15 m	R 0.10 m
Manufacturing	Medium	200	R40.00 m	R15.00 m
	Small	50	R10.00 m	R 3.75 m
	Very small	20	R 4.00 m	R 1.50 m
	Micro	5	R 0.15 m	R 0.10 m
Electricity, Gas and Water	Medium	200	R40.00 m	R15.00 m
	Small	50	R10.00 m	R 3.75 m
	Very small	20	R 4.00 m	R 1.50 m
	Micro	5	R 0.15 m	R 0.10 m
Construction	Medium	200	R20.00 m	R 4.00 m
	Small	50	R 5.00 m	R 1.00 m
	Very small	20	R 2.00 m	R 0.40 m
	Micro	5	R 0.15 m	R 0.10 m
Retail and Motor Trade and Repair Services	Medium	100	R30.00 m	R 5.00 m
	Small	50	R15.00 m	R 2.50 m
	Very small	10	R 3.00 m	R 0.50 m
	Micro	5	R 0.15 m	R 0.10 m
Wholesale Trade	Medium	100	R50.00 m	R 8.00 m
	Small	50	R25.00 m	R 4.00 m
	Very small	10	R 5.00 m	R 0.50 m
	Micro	5	R 0.15 m	R 0.10 m
Commercial Agents and Allied Services	Medium	100	R50.00 m	R 8.00 m
	Small	50	R25.00 m	R 4.00 m
	Very small	10	R 5.00 m	R 0.50 m
	Micro	5	R 0.15 m	R 0.10 m
Catering	Medium	100	R10.00 m	R 2.00 m
	Small	50	R 5.00 m	R 1.00 m
	Very small	10	R 1.00 m	R 0.20 m
	Micro	5	R 0.15 m	R 0.10 m
Transport	Medium	100	R20.00 m	R 5.00 m
	Small	50	R10.00 m	R 2.50 m
	Very small	10	R 2.00 m	R 0.50 m
	Micro	5	R 0.15 m	R 0.10 m

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Sector or subsectors in accordance with the Standard Industrial Classification	Size or class	Total full-time equivalent of paid employees Less than	Total annual turnover Less than	Total gross asset value (fixed property excluded) Less than
Storage	Medium Small Very small Micro	100 50 10 5	R20.00 m R10.00 m R 2.00 m R 0.15 m	R 5.00 m R 2.50 m R 0.50 m R 0.10 m
Communications	Medium Small Very small Micro	100 50 10 5	R20.00 m R10.00 m R 2.00 m R 0.15 m	R 5.00 m R 2.50 m R 0.50 m R 0.10 m
Finance	Medium Small Very small Micro	100 50 10 5	R20.00 m R10.00 m R 2.00 m R 0.15 m	R 4.00 m R 2.00 m R 0.40 m R 0.10 m
Business Services	Medium Small Very small Micro	100 50 10 5	R20.00 m R10.00 m R 2.00 m R 0.15 m	R 4.00 m R 2.00 m R 0.40 m R 0.10 m
Community	Medium Small Very small Micro	100 50 10 5	R10.00 m R 5.00 m R 1.00 m R 0.15 m	R 5.00 m R 2.50 m R 0.50 m R 0.10 m
Social and Personal Services	Medium Small Very small Micro	100 50 10 5	R10.00 m R 5.00 m R 1.00 m R 0.15 m	R 5.00 m R 2.50 m R 0.50 m R 0.10 m

Government Gazette, 27 November 1996

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T2.3.4 CONTRACT PARTICIPATION GOAL (CPG) SCHEDULE: PARTICIPATION OF TARGETED LABOUR

1. DEFINITIONS

The following definitions shall apply to this schedule:

1.1 Targeted labour

Individuals, employed by the Contractor or approved SMME/ABE subcontractors in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the Contractor's own staff, unless such staff are also from the Target Area.

1.3 Target Area

The target area is defined as the area resorting under Bloemfontein and its immediate environs, in which the project is located.

2. CONDITIONS ASSOCIATED WITH THE GRANTING OF CPG CREDITS

The Tenderer, undertakes to:

- (1) engage Targeted Labour in accordance with the provisions of the SANS 1914-5 as varied in Section 3 hereunder;
- (2) accept the sanctions set out in Section 4 below should such conditions be breached; and
- (3) complete the Tendered Contract Participation Goal contained in section 5 of this schedule.

3. VARIATIONS TO THE TARGETED CONSTRUCTION PROCUREMENT SPECIFICATION SANS 1914-5

The variations to SANS 1914-5 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-5, the requirements of the variations shall prevail:

3 Requirements

3.1 Contract participation goal

ADD THE FOLLOWING TO 3.1.1:

"Targeted labour shall be engaged in the performance of the contract to the value of 7.5% (insert %) of the Net Amount as defined in 2.6 of SANS 1914-5."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. SANCTIONS

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation

Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \frac{1.0 \times (D - Do) \times NA}{(100)}$$

where:

D = tendered Contract Participation Goal percentage

Do = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract

NA = Net Amount (Actual contract expenditure, excluding VAT) P = Rand value of penalty payable.

5. TENDERED CONTRACT PARTICIPATION GOAL (minimum set-aside on this contract is 7.5%)

I/we hereby tender a Contract Participation Goal of% for the Participation of Targeted Labour.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such Contract Participation Goal is approved and confirms that the tender satisfies the conditions pertaining to the Contract Participation Goal for the Participation of Targeted Enterprises.

SIGNATURE: NAME:

DULY AUTHORISED TO SIGN ON BEHALF OF CONTRACTOR:

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BLOEM WATER

CONTRACT NO. BW189/HO/12

**PROPOSED OFFICES
EXTENSION FOR BLOEMWATER**

T2.4 CHECKLIST

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHECKLIST

The following information MUST be completed in full and/or attached to the tender document:

DESCRIPTION	SBD/FORM	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Invitation to Bid & Company Information	SBD 1	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Tax Clearance Certificate Requirements	SBD 2	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Declaration of Interest	SBD 4	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017	SBD 6.1	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Declaration Certificate For Local Production And Content For Designated Sectors	SBD 6.2	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Declaration Of Bidder's Past Supply Chain Management Practice	SBD 8	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certificate Of Independent Bid Determination	SBD 9	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Compulsory Enterprise Questionnaire	Form T2.1.1	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certificate of Attendance at Clarification Meeting	Form T2.1.2	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Record of Addenda to Tender Documents	Form T2.1.3	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project Description: Proposed Offices: Extension for Bloem water
 Project Number: BW189/HO/12

DESCRIPTION	SBD/FORM	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Certified Registration Certificate/Agreement/Powers of Attorney / ID	Form T2.1.4	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certified Proposed Joint Venture Agreement	Form T2.1.5	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certificate of Authority of Signature	Form T2.1.6	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certified Original valid Tax Clearance Certificate (in terms of the Preferential Procurement Regulations, 2011 published in Government Gazette, No 34350, dated 8 June 2011)	Form T2.1.7	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certified copy of Latest UIF Return	Form T2.1.8	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Original (or certified copy) of latest Municipal Rates and Taxes Clearance certificate or copy of valid Lease Agreement (if renting)	Form T2.1.9	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certified Proof of Confirmation of Employment Equity Policy from the Department of Labour	Form T2.1.10	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project Description: Proposed Offices: Extension for Bloem water
 Project Number: BW189/HO/12

DESCRIPTION	FORM	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Certified copy of Letter of good standing with Compensation Commissioner or with a licensed compensation insurer	Form T2.1.11	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certified copy of CIDB Registration Certificate	Form T2.1.12	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certificate of Tenderer's Certified B-BBEE Status Level of Contributor (in terms of the Preferential Procurement Regulations, 2017 published in Government Gazette, No 405663, dated 20 January 2017)	Form T2.1.13	<input type="checkbox"/>	<input type="checkbox"/>	The tenderer will score zero (0) out of a maximum of 20 points for B-BBEE
Pro-forma Certificate of Insurance Cover	Form T2.1.14	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Schedule of Plant and Equipment	Form T2.1.15	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Financial Ability to Execute the Project	Form T2.1.16	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Financial References	Form T2.1.17	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certified copy of Form of Intent to Provide a Performance Guarantee	Form T2.1.18	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project Description: Proposed Offices: Extension for Bloem water
 Project Number: BW189/HO/12

DESCRIPTION	FORM	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Approach Paper	Form T2.2.1	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited experience and understanding of contract scope resources available for the scope of works
Experience of key staff and Curriculum Vitae of key personnel	Form T2.2.2	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited resources available for the scope of works
Schedule of Previous Work carried out by the Tenderer	Form T2.2.3	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited experience and understanding of contract scope resources available for the scope of works
Previously successfully completed Completion Certificates	Form T2.2.4	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited experience and understanding of contract scope resources available for the scope of works
Current Workload	Form T2.2.5	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited experience and understanding of contract scope resources available for the scope of works
Fulfillment of the Construction Regulations, 2014	Form T2.2.6	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project Description: Proposed Offices: Extension for Bloem water
Project Number: BW189/HO/12

Reasons for non-compliance:

.....
.....

Contact Details:

Office Phone No:

Office Fax No:

Cell phone No:

.....
NAME IN CAPITAL (BLOCK) LETTERS

.....
SIGNATURE

END OF SECTION



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2