

**CONSTRUCTION OF AN 80 000L ADDITIONAL WATER
STORAGE FACILITY AT DWESA NATURE RESERVE FOR
ADEQUATE WATER SUPPLY
BID NUMBER:M/15/25/26**

BIDDER:

COMPULSORY BRIEFING SESSION DATE: 28 August 2025 @ 11:00 noon

PLACE:

Dwesa Nature Reserve

GPS COORDINATES:

32°18'36.25"S 28°49'37.67"E

CLOSING DATE: 05 September 2025

CLOSING TIME: 11H00

PRICE OFFER:

CSD NUMBER:

CIDB CRS

NUMBER:

URGENT FRAUD ALERT

**CRIMINAL CALLS TARGETING BIDDERS
NO PAY-OFFS TO SUBMIT OR SECURE TENDERS
STAY VIGILANT - REPORT FRAUD
*ECPTA will not ask any bidder for any monies**



REPORT

**Whistle Blowers
PRIVATE & CONFIDENTIAL
0800 611 085
ecpta@whistleblowing.co.za
www.whistleblowing.co.za**

OFFICE OF THE CEO | BIODIVERSITY & CONSERVATION | MARKETING | DESTINATION DEVELOPMENT | FINANCE | CORPORATE SERVICES | RESERVATIONS

17 - 25 Oxford Street | East London | 5201 | P.O. Box 11235 | Southernwood | East London | 5213 | Tel. +27 (0) 43 492 0881 www.visiteasterncape.co.za



REQUEST FOR QUOTATIONS

MINI BID NUMBER: M/15/25/26

CONSTRUCTION OF AN 80 000L ADDITIONAL WATER STORAGE FACILITY AT DWESA NATURE RESERVE FOR ADEQUATE WATER SUPPLY

Bids are hereby invited for construction of 80 000L additional water storage facility at Dwesa Nature Reserve.

Bid documents outlining detailed specifications will be made available from Monday, **18 August 2025** **"FREE OF CHARGE"**. Documents can be downloaded from the ECPTA website: www.visiteasterncape.co.za/corporate/procurement/mini-bids

The compulsory briefing will be held on Thursday 28, August 2025 at 12:00am at Dwesa Nature Reserve. Coordinates: 32°18'36.25"S 28°49'37.67"E

Completed bid documents accompanied by all necessary documents are to be placed in a sealed envelope with the bid name and number (as given above) clearly written in an envelope. **All bids must be deposited in the Tender Box, at the offices of the Eastern Cape Parks and Tourism Agency at No. 17-25 Oxford Street (Corner of Fleet Street & Oxford Street), by not later than 11h00 on Tuesday, 05 September 2025.**

For all enquiries regarding the bid document please contact Mr. Sinawo Hondwana at 043 492 0777, e-mail: Sinawo.hondwana@ecpta.co.za or Contact Mr. Mandilakhe Lawana for technical enquires at 043 492 0756 during working normal hours, email Sibusiso.Dudula@ecpta.co.za

ECPTA has a zero tolerance on any acts of fraud and corruption. Please report any suspected acts of fraud and corruption to any of the contact details listed below: Hotline Number: Toll free number -0800 611 085; SMS: 33490 Email: ecpta@whistleblowing.co.za; Tip-offs Website: www.whistleblowing.co.za



Evaluation Criteria

A four (4) stage evaluation process will be employed. In Stage one (1), all bids received will be evaluated based on Administrative Compliance. Only bidders who meet all the criteria for Administrative Compliance will proceed to stage two (2) where bids will be evaluated on Technical Compliance, only bidder who meet all the requirements of stage 2 will proceed to stage Three (3), Price and Specific goals in accordance with the Preferential Procurement Regulations of 2022 utilizing 80/20 preference points system. The highest points scorer in terms of price and specific goals will proceed to Stage four (4) where the bidder will undergo a Risk Assessment.

Stage 1: Administrative Compliance

- a) Compulsory briefing meeting
- b) CIDB Grading

Stage 2: Technical Requirements

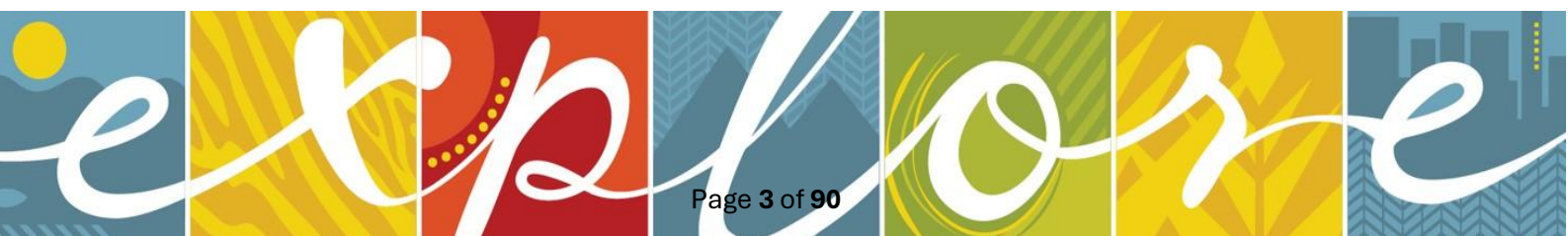
- a) Company Experience
- b) Methodology
- c) Team Capability

Stage 3: Price and Specific Goals

Criteria	Points
Price	80
Specific Goals	20
Total	100

Stage 4: Risk Assessment

- a) Clause F.3.13 of the Standard Conditions of Tender.
- b) Unduly high or unduly low Tendered rates or amounts in the Tender offer.
- c) Contract data provided by the contractor.
- d) The contents of the Tender Returnable which are to be included in the contract.



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE PARKS AND TOURISM AGENCY					
BID NUMBER:	M/15/25/26	CLOSING DATE:	05 SEPTEMBER 2025	CLOSING TIME	11:00am
DESCRIPTI ON	CONSTRUCTION OF AN 80 000L ADDITIONAL WATER STORAGE FACILITY AT DWESA NATURE RESERVE FOR ADEQUATE WATER SUPPLY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
17-25 Oxford Street,					
Cnr. Oxford and Fleet Street					
East London					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Sinawo Hondwana		CONTACT PERSON	Ms. Mandilakhe Lawana	
TELEPHONE NUMBER	043 492 0777		TELEPHONE NUMBER	043 492 0756	
FACSIMILE NUMBER	-		FACSIMILE NUMBER	-	
E-MAIL ADDRESS	Sinawo.Hondwana@ecpta.co.za		E-MAIL ADDRESS	Sibusiso.Dudula@ecpta.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATI ON NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]



AFRICA FOR THE GOODS /SERVICES OFFERED?			
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ NO			☐ YES
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ NO			☐ YES
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ NO			☐ YES
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ NO			☐ YES
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

NAME OF THE SIGNATORY

NAME OF THE BIDDER

SIGNATURE OF THE BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:



SCOPE OF WORK

1. SUMMARY OF SCOPE

The scope of works for the Construction of an 80 000L additional water storage facility at Dwesa Nature Reserve will include:

- Construction of an 11m x 6m Brick and Mortar Tank Stand and Compartment, built on a strip footing foundation with a concrete slab surface base.
- The supply, delivery, installation and fitting of 8 x 10 000L Jojo tanks within the brick-and-mortar compartment complete with PVC pipe internal reticulation interlinking the 8 tanks.
- The supply, installation and fitting of PVC pipe external reticulation to existing concrete reservoirs, including the reticulation to the rising main and correction of pressure loss through the supply and fitting of a 1.1kw centrifugal booster pump.

2. BILL OF QUANTITIES

DWESA NR WATER SUPPLY UPGRADES PRELIMINARY AND GENERAL ITEMS					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
	BILL NO.1 Preliminaries and General Items				
1	R.....Fixed Items.....	sum	1		0
2	R.....Time Items.....	sum	1		0
3	R.....Value Items.....	sum	1		0
					0
	Total carried forward to Summary			0	

DWESA NR WATER SUPPLY UPGRADES EARTHWORKS			
ITEM	DESCRIPTION	UNIT	QUANTITY
	BILL NO.2 EARTHWORKS		
1	Site Clearance		
1,1	Stripping average 150mm thick layer of topsoil and depositing material in prescribed stock pile on site	m ³	10,8
2	EXCAVATIONS		



2,1	Trench excavation in earth not exceeding 2m deep	m ³	20,4
2.1.1	Extra over trench excavations in earth for excavation in		
a	Soft rock	m ³	Rate only
b	Hard rock	m ³	Rate only
2.1.2	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m ³	Rate only
2.1.3	Risk of collapse of excavations	m ²	40,8
3	BACKFILLING IN TRENCHES		
3,1	back filling G7 Material compacted in 150mm thickness Layers supplied by the contractor compacted to 98% Mod AASHTO density	m ³	13,872
4	COMPACTION OF SURFACES		
4,1	Compaction of ground surface under floors, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m ²	59,36
4.1.2	100mm backfill G5 Material 93% MOD AASHTO	m ³	5,936
4.1.3	50mm Compacted clean sand	m ³	2,968
Total Carried to Summary			

DWESA NR WATER SUPPLY UPGRADES CONCRETE WORKS			
ITEM	DESCRIPTION	UNIT	QUANTITY
	BILL NO 3: CONCRETE, FORMWORK AND REINFORCEMENT		
	Proprietary products shall be used as specified . Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent		
	Cost of tests		

	Descriptions of concrete items shall be deemed to include for all necessary testing of concrete components and trial mixes		
	REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES		
	Concrete Strip Footing Cast in Formwork 500mmx200mm 25Mpa/19mm stone	m ³	3,4
	Concrete Surface bed 125mm thick 25mpa/19mm stone	m ³	8,25
	250 Micron DPC under Slab	m ²	66
	Concrete Sundries		
	Reinforcement on concrete in strip footing REF 193	kg	33,1
	Reinforcement on concrete slab REF 193	kg	128,3
	Allow sum of R 8 000 For concrete testing making and testing 150 x 150 x 150 mm concrete strength test cube in sets of three (Provisional)	sum	1
Total Carried to Summary			

DWESA NR WATER SUPPLY UPGRADES BRICKWORK			
ITEM	DESCRIPTION	UNIT	QUANTITY
	BILL NO 4: BRICKWORK		

	Allow a sum of R 22 000.00 For supply and fitting of external pipework to existing rising main and water storage facilities onsite including float valves, orifices and joints	sum	1
	Allow a sum of R 6000 For supply and installation of a 1.1kw booster pump for the sufficient pressure to rising main	Sum	1
Total Carried to Summary			



EVALUATION CRITERIA

EVALUATION CRITERIA

A four (4) stage evaluation process will be employed. In Stage one (1), all bids received will be evaluated based on Administrative Compliance. Only bidders who meet all the criteria for Administrative Compliance will proceed to stage two (2) where bids will be evaluated on Technical Compliance, only bidder who meet all the requirements of stage 2 will proceed to stage Three (3), Price and Specific goals in accordance with the Preferential Procurement Regulations of 2022 utilizing 80/20 preference points system. The highest points scorer in terms of price and specific goals will proceed to Stage four (4) where the bidder will undergo a Risk Assessment.

Stage 1: Administrative Compliance

Bidders must comply with the set of **administrative compliance requirements** listed below. Failure to comply with any of the below requirements will lead to immediate rejection of the bid.

- (ii) **Compulsory Briefing:** Bidders must attend the compulsory briefing meeting on site.
- (iii) **CIDB:** Bidders must be registered with CIDB with a contractor grading designation equal to **2CE or above**. Contractors with designation lower than **2CE** will not be considered. **It is the responsibility of the service provider to ensure that the status of CIDB grading is active for the duration of the bidding process until award. Should the status of the bidder be inactive or suspended during the evaluation process the bidder will be disqualified.**

Bidders who comply with all the above requirements will proceed to Stage 2 for evaluation on Technical Compliance. Bidders who fail to comply with any of the above requirements will be disqualified from the bidding process.

Stage 2: Technical Compliance

Bidders must comply with the set of **technical compliance requirements** listed below. Failure to comply with any of the below requirements will lead to immediate rejection of the bid.



- i) **Company Experience:** Bidders MUST provide evidence of the completion of at least two (2) building water supply/Refurbishment projects with a rand value of **R300,000.00** and above for each project.

The following evidence is required for company experience:

- Appointment letter, Practical Completion certificates and or final completion certificate **plus** pictures of the completed works. The certificates must reflect the location and coordinates of the completed works and proof from the Client/ Employer of completed project in a form of project number (Reference number) and financial year it was implemented and completed, or
- Appointment letter, Project Reference Form completed by the Employer/Client **plus** pictures of the completed works. The reference form must reflect the location and coordinates of the completed works and proof from the Client/ Employer of completed project in a form of project number (Reference number) and financial year it was implemented and completed.

The bidder must note that Appointment letters, Purchase Orders and Sub-contracting Agreements without Completion certificates will not be accepted as evidence for company experience.

ECPTA reserves the right to verify the authenticity of the evidence submitted. Should the evidence submitted be found to be misrepresented, the bidder would be disqualified and reported to the National Treasury Database of restricted service providers.

ii) **Methodology**

The bidder shall submit a project proposal highlighting the methodology to be used in the project. The proposal submitted must demonstrate the bidder's level of understanding of the project scope and should include the following sections.

- Preliminary program
- Methodology and approach of not more than 5 pages.
- Project Organogram
- Quality Plan and approach
- Occupational Health and Safety Plan for the project



- Environmental Management Plan for the project
- Cash-flow projections

Bidders must take note of the following factors which will be used in evaluating responsiveness of submissions.

- The Preliminary Programme submitted must include the full scope of works as described in the work specification and schedule of quantities. It should highlight all the planned activities, the sequence of executing the works and the completion timeframes of the activities. The logic of the sequencing of construction activities and correlation with the cash flow shall be considered together with practicality of the completion timeframes provided for the respective activities.
- The Methodology submitted must demonstrate the approach to be used in carrying out construction activities and must be inclusive of the methodology for construction work in line with the scope of work.
- The Occupational Health & Safety Plan and Environmental Management Plan submitted must be project specific and should highlight the bidder's awareness and commitment to compliance with all relevant regulations i.e. (Construction Regulations, 2014; OHS ACT 1993; National Environmental Management Act, 1998; Environmental Conservation Act, 1989 etc.).

iii) **Team Capability:**

Bidders must submit CV's and valid copies of professional registrations and qualifications (where applicable) for the following team members. **Failure to submit the CV and valid copies of qualifications/certificates/ proof of professional registration will result in immediate rejection of the bid.**

Resources	Qualifications	No of years' Experience
Contracts Manager or Site Agent	• National Diploma or higher in Civil/Building	8 or Higher
Foreman	• N/A	8 or Higher
Plumber	• Minimum of a Trade Test Certificate as Plumber	5 or Higher in Plumbing



Resources	Qualifications	No of years' Experience
Fulltime Occupational Health and Safety Officer and	- NOSA Certification or any other NQF 5 qualification or higher in Health and Safety Management or - Valid registration with SACPCMP as a Construction Health and Safety Practitioner	2 or Higher

Bidders who comply with all the above requirements will proceed to Stage 3 for evaluation on Price and Specific Goals. Bidders who fail to comply with any of the above requirements will be disqualified from the bidding process.

Stage 3: Price and Specific Goals

Criteria	Points
Price	80
Specific Goals	20
Total	100

Price and specific goals points will be calculated as described in the Preferential Procurement Regulations of 2022. SBD 6.1 form must be used to claim points for specific goals for the company. A copy of CSD report, Medical Certificate and Proof of Address must be submitted as proof of specific goals. When the above documentation is not provided as proof the company will automatically score zero points for specific goals.

POINTS FOR SPECIFIC GOALS			
Specific Goals Category	Weighting (of 20 Points)	Number of points	Acceptable Evidence
Local Production and content	20%.	4	SBD 6.2 & Anne C
>51% Women Ownership	15%	3	CSD report.
10-50% Women Ownership		1.5	
<10% Women Ownership		0	



>51% Youth Ownership	25%	5	CSD report.
10-50% Youth Ownership		2.5	
<10% Youth Ownership		0	
>51% Disability Ownership	10%	2	Medical certificate
10-50% Disability Ownership		1	
<10% Disability Ownership		0	
>51% Historically Disadvantaged Individuals Ownership (South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993))	15%	3	CSD report.
10-50% HDI Ownership		1.5	
<10% HDI Ownership		0	
Locality (Enterprises located in the Eastern Cape Province)	15%	3	Proof of address
Enterprise located outside the Eastern Cape		0	Municipal Council letter; or Statement of account or Valid Lease Agreement
TOTAL	100%	20	

Stage 4: Risk Assessment

In addition to the evaluation of Responsiveness, a risk analysis will be performed on the Tenderers having the highest ranking / number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

- Clause F.3.13 of the Standard Conditions of Tender
- Unduly high or unduly low Tendered rates or amounts in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the rates entered in the Bill of Quantities are reasonable and balanced. Bids may be disqualified if Tendered rates are found to be distorted. Such evaluation will include "Rate Only"



items;

- c) Contract data provided by the contractor; and
- d) The contents of the Tender Returnable which are to be included in the contract.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- **Service providers may submit bids for the three bids currently advertised projects viz M/12/25/26, M/13/25/26 and M/15/25/26, which pertain to infrastructure projects. However, no service provider will be awarded more than one project. Should a service provider score the highest points on more than one project, they will be required to select only one project. The bids not selected will then be deemed non-responsive. The ECPTA reserves the right to negotiate pricing with the successful bidder or any bidder eligible for award. This measure is intended to unbundle the projects and mitigate delivery risks.**
- The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply.
- Bidders must be registered with the National Treasury Central Supplier Database (CSD). The printout must be for the month of this bid submission.
- Eastern Cape Parks & Tourism Agency does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.
- Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
- Bids submitted are to hold good for a period of 90 days.
- A service level agreement shall be signed with the successful service provider.
- ECPTA reserves the right to terminate the contract if not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process.
- Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement, it will be automatically disqualified.

The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents.



CIDB STANDARD CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

F1.1.1 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:

- (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 read, copied, and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

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 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 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 bids.

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 followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.



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

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

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.

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 bids 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 complies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

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 bids.

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

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 Site visit and 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) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

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.

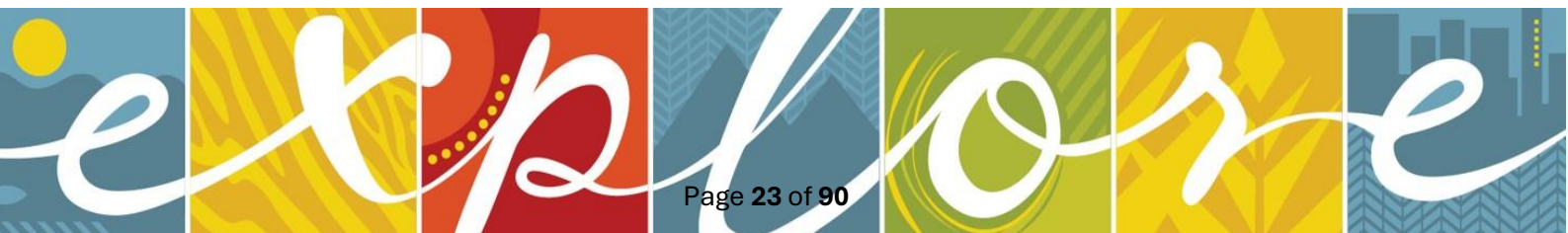
F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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.



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 in black 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 shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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.

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 the 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 bids 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.



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.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as 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 of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all tenderers who drew documents.

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.

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

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
- c) affect the competitive position of other tenderers presenting responsive bids, 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 bids 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

F3.11.1 General

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

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 subclause is repeated.

F.3.11.3 Method 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.
- 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. 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 subclause 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.

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

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
^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 tender evaluation points for quality using the following formula:

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



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.01

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:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, 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.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



BILL OF QUANTITIES

NAME OF THE BIDDER:

BID NO.: M/15/25/26

DESCRIPTION: CONSTRUCTION OF AN 80 000L ADDITIONAL WATER STORAGE FACILITY AT DWESA NATURE RESERVE FOR ADEQUATE WATER SUPPLY

CLOSING DATE: 05 SEPTEMBER 2025

WITH ABBREVIATED DESCRIPTIONS

(for use in conjunction with the Standard Method of Measuring Building Work for Africa 2015 – first edition)

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

DWESA NR WATER SUPPLY UPGRADES PRELIMINARY AND GENERAL ITEMS					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
	BILL NO.1 Preliminaries and General Items				
1	R.....Fixed Items.....	sum	1		
2	R.....Time Items.....	sum	1		
3	R.....Value Items.....	sum	1		
	Total carried forward to Summary				

DWESA NR WATER SUPPLY UPGRADES EARTHWORKS					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
	BILL NO.2 EARTHWORKS				



1	Site Clearance				
1,1	Stripping average 150mm thick layer of topsoil and depositing material in prescribed stock pile on site	m ³	10,8		
2	EXCAVATIONS				
2,1	Trench excavation in earth not exceeding 2m deep	m ³	20,4		
2.1.1	Extra over trench excavations in earth for excavation in				
a	Soft rock	m ³	Rate only		
b	Hard rock	m ³	Rate only		
2.1.2	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m ³	Rate only		
2.1.3	Risk of collapse of excavations	m ²	40,8		
3	BACKFILLING IN TRENCHES				
3,1	back filling G7 Material compacted in 150mm thickness Layers supplied by the contractor compacted to 98% Mod AASHTO density	m ³	13,872		
4	COMPACTION OF SURFACES				
4,1	Compaction of ground surface under floors, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m ²	59,36		
4.1.2	100mm backfill G5 Material 93% MOD AASHTO	m ³	5,936		
4.1.3	50mm Compacted clean sand	m ³	2,968		

Total Carried to Summary					

DWESA NR WATER SUPPLY UPGRADES CONCRETE WORKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
	BILL NO 3: CONCRETE, FORMWORK AND REINFORCEMENT				
	Proprietary products shall be used as specified . Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent				
	Cost of tests				
	Descriptions of concrete items shall be deemed to include for all necessary testing of concrete components and trial mixes				
	REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES				
	Concrete Strip Footing Cast in Formwork 500mmx200mm 25Mpa/19mm stone	m ³	3,4		
	Concrete Surface bed 125mm thick 25mpa/19mm stone	m ³	8,25		
	250 Micron DPC under Slab	m ²	66		
	Concrete Sundries				

	Reinforcement on concrete in strip footing REF 193	kg	33,1		
	Reinforcement on concrete slab REF 193	kg	128,3		
	Allow sum of R 8 000 For concrete testing making and testing 150 x 150 x 150 mm concrete strength test cube in sets of three (Provisional)	sum	1	0	
Total Carried to Summary					

DWESA NR WATER SUPPLY UPGRADES BRICKWORK

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
	BILL NO 4: BRICKWORK				
	Proprietary products shall be used as specified . Substitute products of similar quality and specification may only be used with prior approval by the Client				
	Brickwork in Foundations at 230mm wall thickness	m ²	13,6		
	Brickwork in Superstructure 230mm wall thickness	m ²	68		
	Brickwork Sundries				
	Reinforcement in brickwork	m	374		

	External Plaster	m ²	68		
Total Carried to Summary					

DWESA NR WATER SUPPLY UPGRADES WATER SUPPLY					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
	BILL NO 5: WATER SUPPLY				
	Supply and Install 10 000l PVC Water Tanks complete with tie down fittings including galvanized strainining wire around the tank with slip joint 2x layers fixed to the concrete slab	no.	8		
	BILL NO:6PROVISIONAL SUMS	sum	1		
	Allow a sum of R30 000.00 For supply fitting and installation of 50mm PVC interlinking pipework for the 8 x Water Tanks including joints, valves and orifices	sum	1	0	

	Allow a sum of R 22 000.00 For supply and fitting of external pipework to existing rising main and water storage facilities onsite including float valves, orifices and joints	sum	1	0	
	Allow a sum of R 6000 For supply and installation of a 1.1kw booster pump for the sufficient pressure to rising main	Sum	1	0	
Total Carried to Summary					



BILL NO.	DESCRIPTION	AMOUNT
1	PRELIMINARIES AND GENERAL ITEMS	
2	Earhtworks	
3	Concrete Works	
4	Brickwork to Foundation and Superstructure	
5	Water Supply	
6	Provisional Sums	
7		
8		
9		
10	Sub Total	
11	Contingency @10%	
12	Value Added Tax @15%	
	TOTAL CARRIED TO FORM OF TENDER	

THE UNDERSIGNED (NAME & SURNAME) CERTIFY
 THAT THE INFORMATION FURNISHED ABOVE IS CORRECT.

.....
 Signature

.....
 Date

.....
 Name of Bidder

.....
 Position



C.1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

TENDER No. M/15/25/26- CONSTRUCTION OF AN 80 000L ADDITIONAL WATER STORAGE FACILITY AT DWESA NATURE RESERVE FOR ADEQUATE WATER SUPPLY.

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

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

The offered total of the prices inclusive of Value Added Tax is:

R_____ (in words) _____

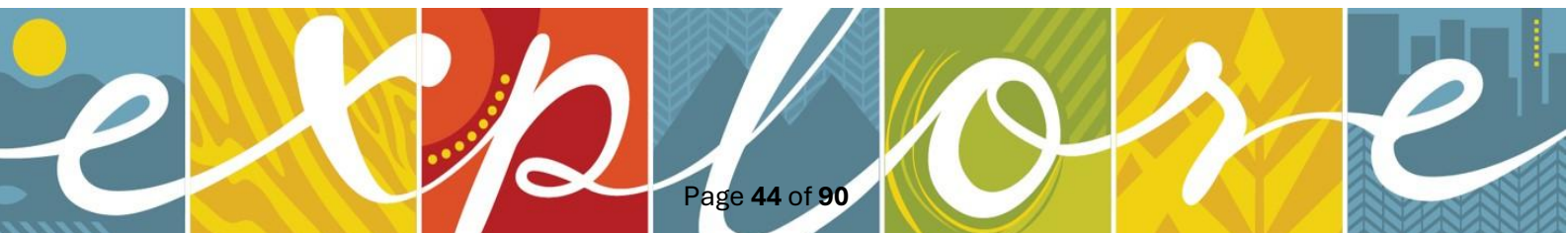
This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature: *(of person authorized to sign the Tender):* _____

Name: *(of signatory in capitals):* _____

Capacity: *(of Signatory):* _____

Name of Tenderer: *(organization):* _____



Address:

Telephone number: _____

Fax number: _____

Witness: _____

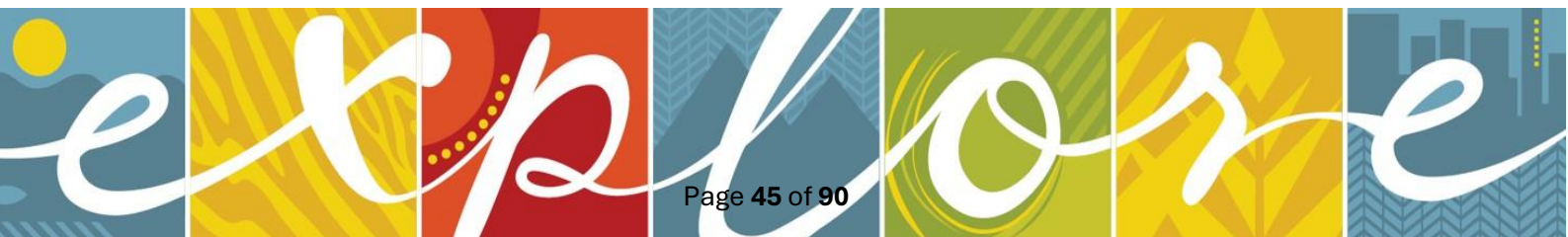
Signature: _____

Name:

(In capitals: _____

Date: _____

(Failure of a Tenderer to sign this form will invalidate the Tender)



B. ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Condition of Contract as set out in the general and Special Conditions of Contract and identified in the Contract Data. Acceptance of the Tenderer upon the terms and conditions and contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in –

Part 1 Agreement, and Contract Data, (which include this Agreement) Part 2

Pricing Data, including the bill of Quantities. Part 3

Scope of Work Part 4

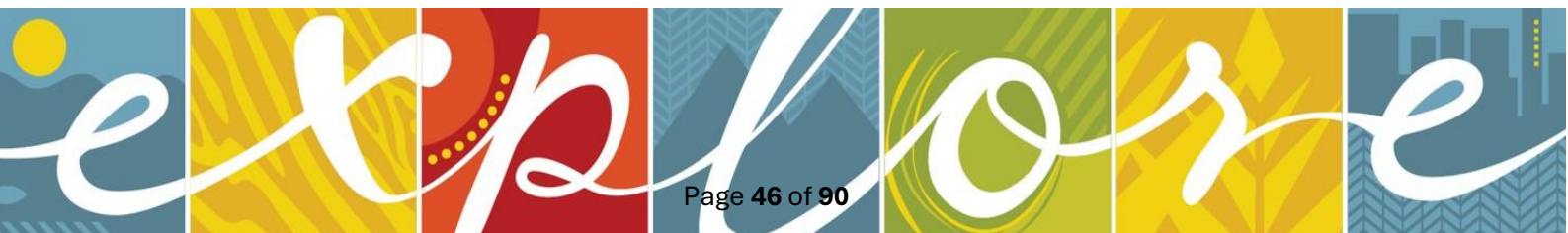
Site Information

and the schedules, forms, drawing and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

The Tenderer shall deliver the security in terms of Clause 14 of the JBCC PBA Edition 6.2 May 2018 within the period stated in the contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contract the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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



Signature:

Name: (in capitals)

Capacity:

Name of the employer: Organization)

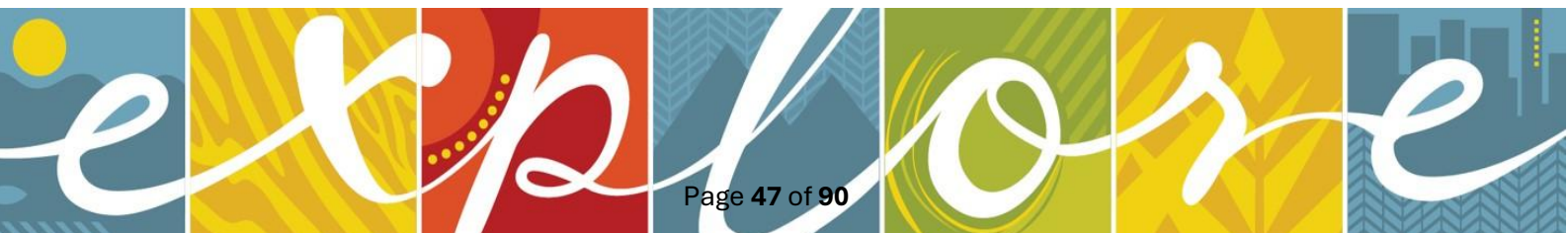
Address: _____

Witness: _____

Signature: _____

Name: _____

Date: _____



C. SCHEDULE OF DEVIATIONS

The extent of deviations from the Tender documents issued by the Employer prior to the Tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject:** _____

Details: _____

2. **Subject:** _____

Details: _____

3. **Subject:** _____

Details: _____

4. **Subject:** _____

Details: _____

5. **Subject:** _____

Details: _____

6. **Subject:** _____

Details: _____



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

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

For the tenderer:

Signature: _____

Name: _____

Capacity: _____

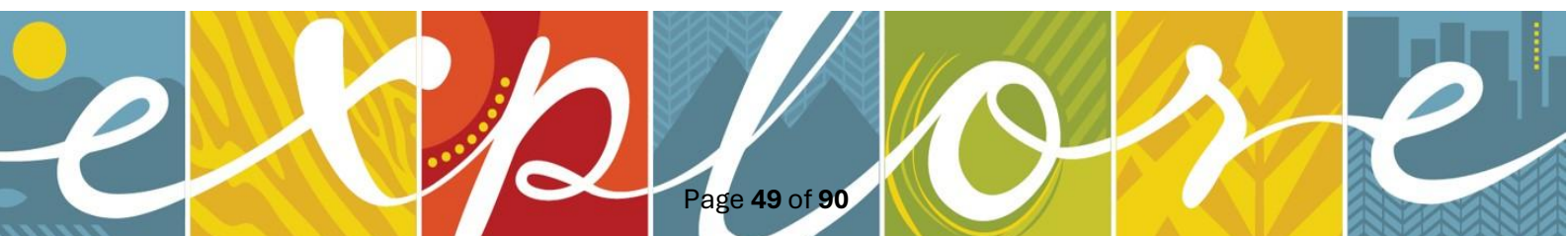
Tenderer (Name and address of the organization): _____

Witness:

Signature: _____

Name: _____

Date: _____



FOR THE TENDERER

Signature: _____

Name: _____

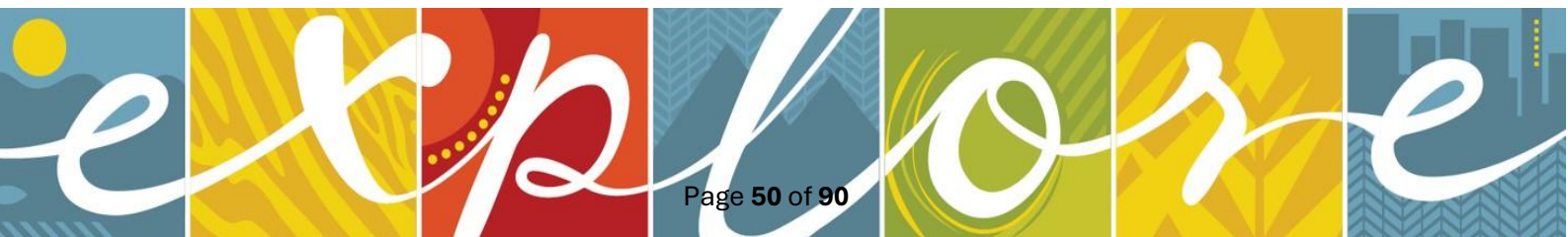
Capacity: _____

Witness:

Signature: _____

Name: _____

Date: _____



Bidder's Discloser

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

- 2.1.2 If the bidder or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest in the enterprise are employed by the state, is there any approval to conduct business with the state, signed by the accounting officer/authority attached?



YES/NO or N/A

Please attach letter of approval signed by the Accounting Officer/ Accounting Authority.

Failure to submit proof of approval from the Accounting Officer/ Accounting Authority will lead to immediate rejection of the bid/quotation.

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

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

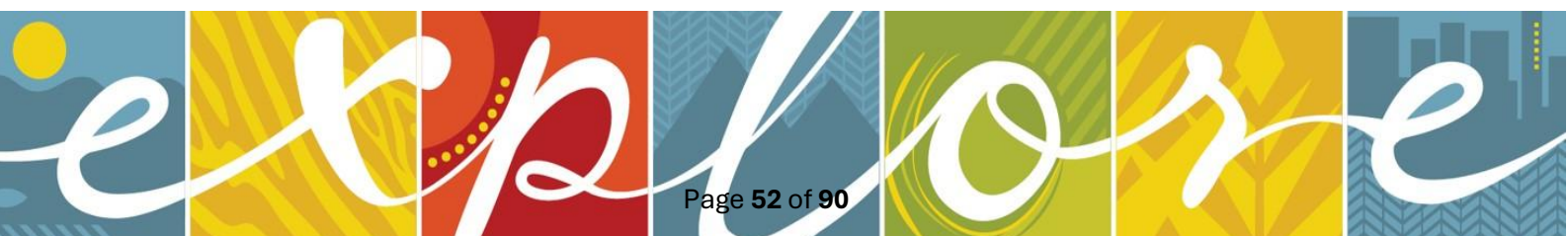
.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder,

¹ 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.



directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

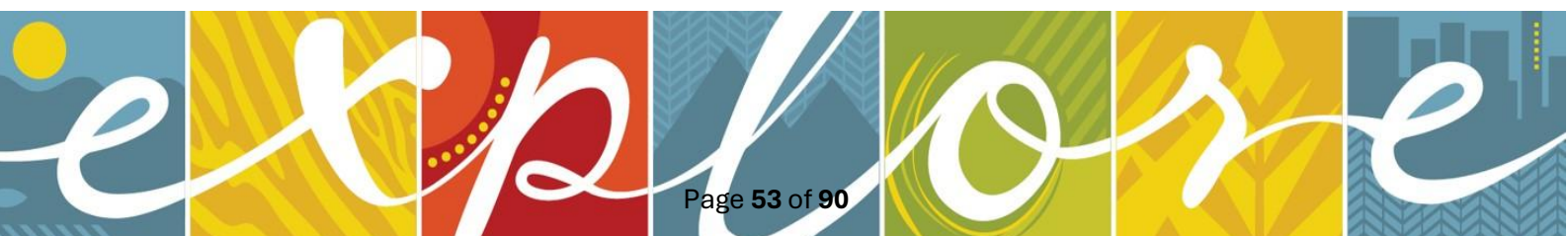
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

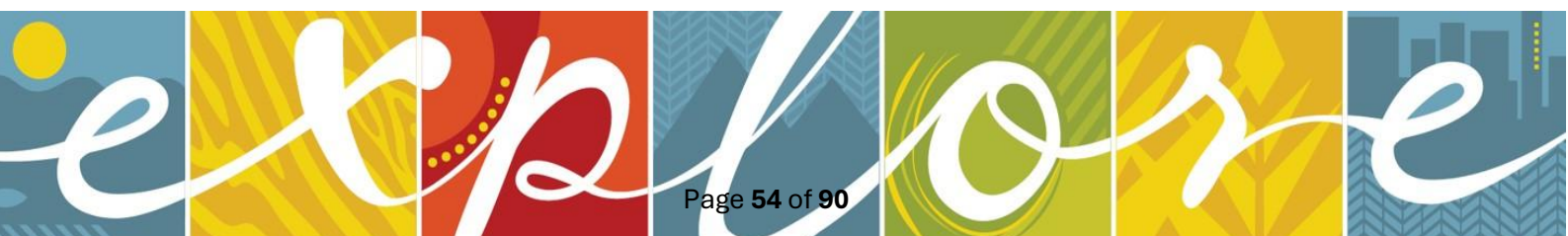
- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender



to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

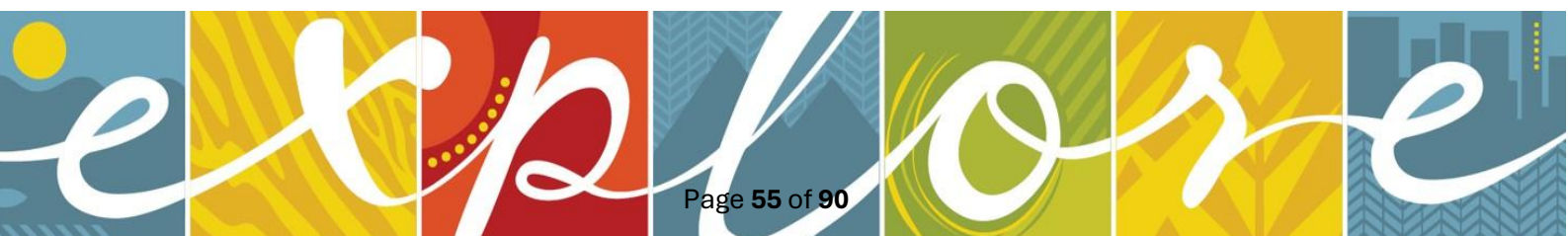
80/20

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

Where

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

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



3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

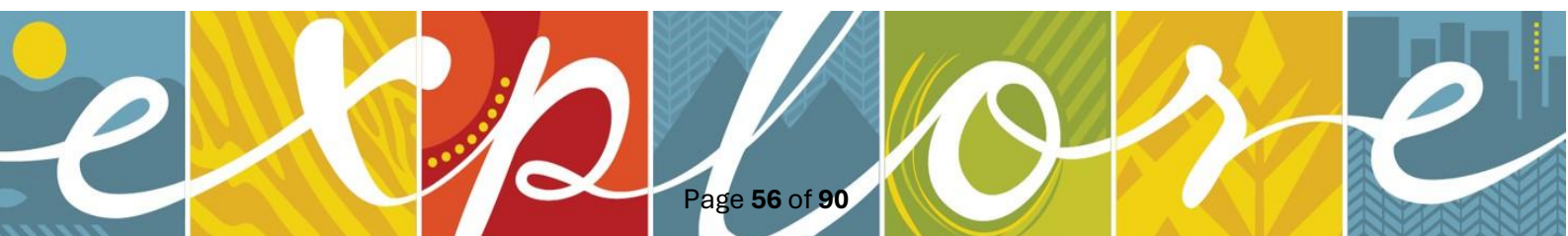
4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

POINTS FOR SPECIFIC GOALS				
Specific Goals Category	Weighting Points)	(of 20	Number of points	Acceptable Evidence



Local Production and content	20%.	4	SBD 6.2 & Anne C
>51% Women Ownership	15%	3	CSD report.
10-50% Women Ownership		1.5	
<10% Women Ownership		0	
>51% Youth Ownership	25%	5	CSD report.
10-50% Youth Ownership		2.5	
<10% Youth Ownership		0	
>51% Disability Ownership	10%	2	Medical certificate
10-50% Disability Ownership		1	
<10% Disability Ownership		0	
>51% Historically Disadvantaged Individuals Ownership (South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993))	15%	3	CSD report.
10-50% HDI Ownership		1.5	
<10% HDI Ownership		0	
Locality (Enterprises located in the Eastern Cape Province)	15%	3	Proof of address
Enterprise located outside the Eastern Cape		0	Municipal Council letter; or Statement of account or Valid Lease Agreement
TOTAL	100%	20	

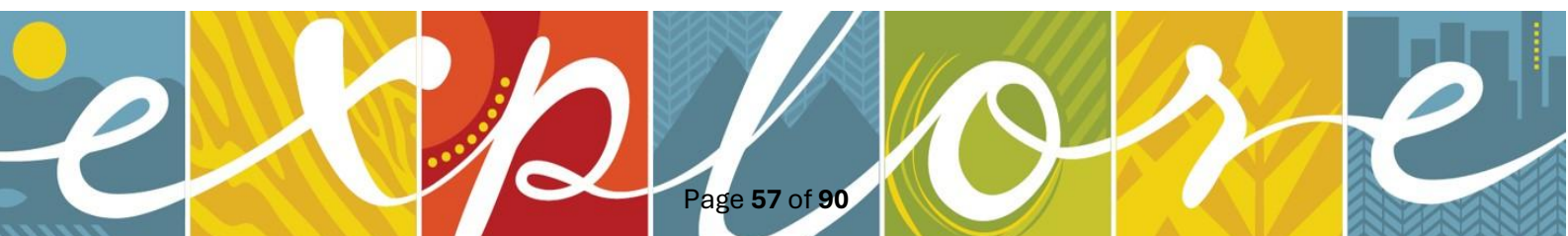
DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium



- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
.....	

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x is the imported content in Rand

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

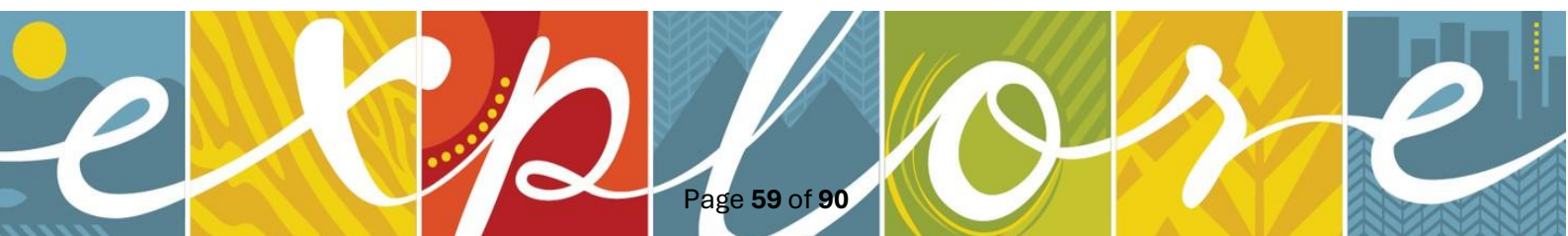
Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

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

Description of goods	Stipulated minimum threshold
Please refer to the BOQ	

See annexure C for breakdown of components



3. Does any portion of the services, works or goods offered.
have any imported content?

YES / NO

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID No.

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

NB

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



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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- i. the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

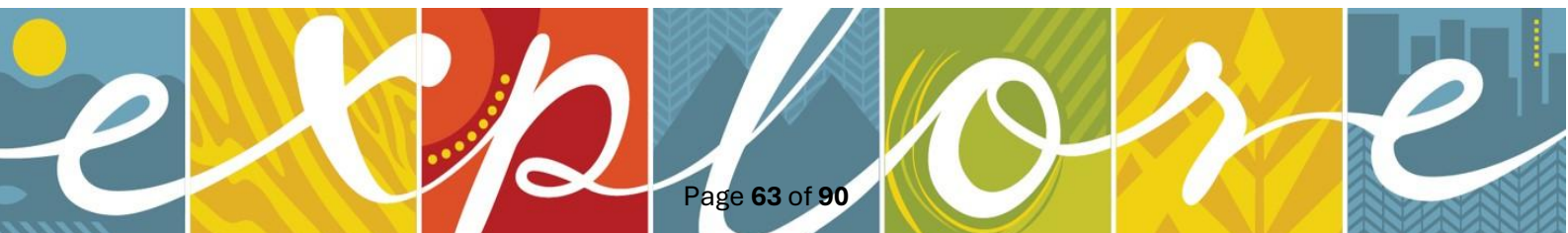


Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

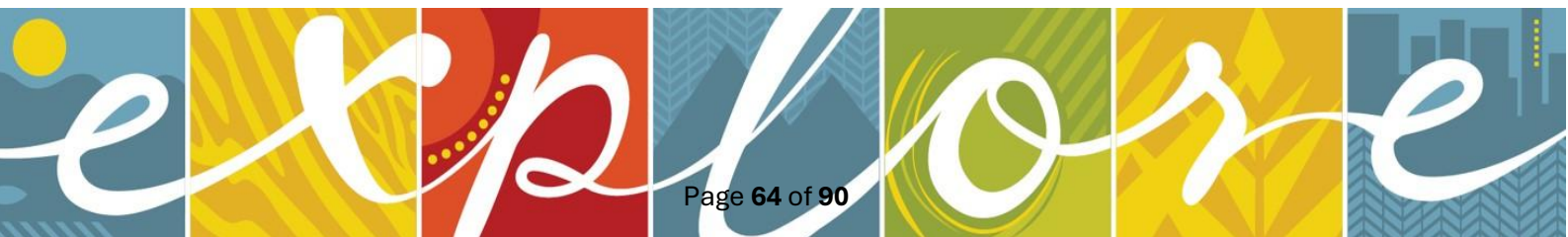
EVALUATION CRITERIA

A four (4) stage evaluation process will be employed. In Stage one (1), all bids received will be evaluated based on Administrative Compliance. Only bidders who meet all the criteria for Administrative Compliance will proceed to stage two (2) where bids will be evaluated on Technical Compliance, only bidder who meet all the requirements of stage 2 will proceed to stage Three (3), Price and Specific goals in accordance with the Preferential Procurement Regulations of 2022 utilizing 80/20 preference points system. The highest points scorer in terms of price and specific goals will proceed to Stage four (4) where the bidder will undergo a Risk Assessment.

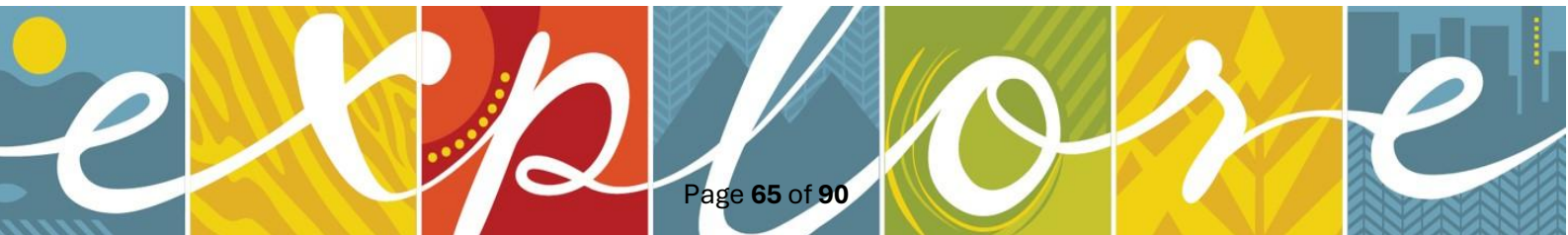


STAGE 1: ADMINISTRATIVE COMPLIANCE

1. ATTACH CIDB CERTIFICATE



2.COMPANY EXPERIENCE



REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

1.1 Please score the performance of the above-mentioned company by marking the relevant box

Performance Rating			Comments
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Status of the bidder in relation to the work to be performed.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Timelines of work are met.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Customer services.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	

Quality of Service.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Communication and accessibility.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Documentation records, receipts, invoices and computer-generated reports received in a timely manner and in compliance with contract specification	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

Name of Authorized Person _____

Designation _____

Signature _____

Date _____

Official Stamp

--

REFERENCE FOR THE BIDDER

Name of Institution (Client)	
Contract/Tender Number	
Contract Description	
Name of Service Provider (Bidder)	
Value of project	
Commencement Date	
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Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

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Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

Name of Authorized Person _____

Designation _____

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Date _____

Official Stamp

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	Poor	2	
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Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

Name of Authorized Person _____

Designation _____

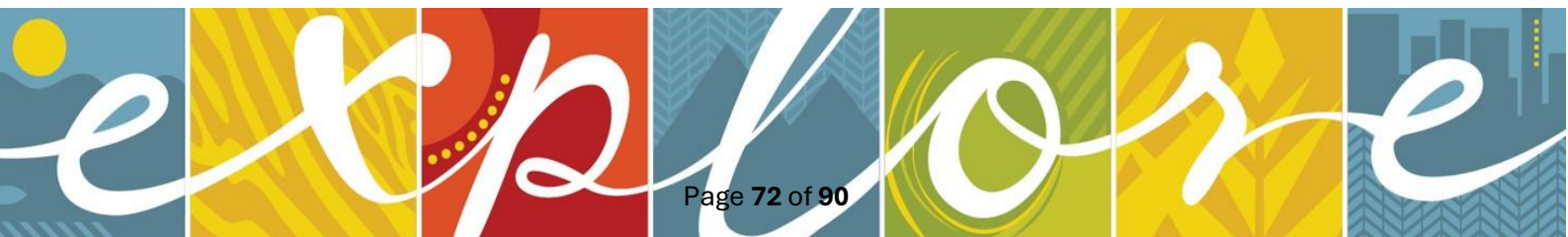
Signature _____

Date _____

Official Stamp

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3. ATTACH METHODOLOGY

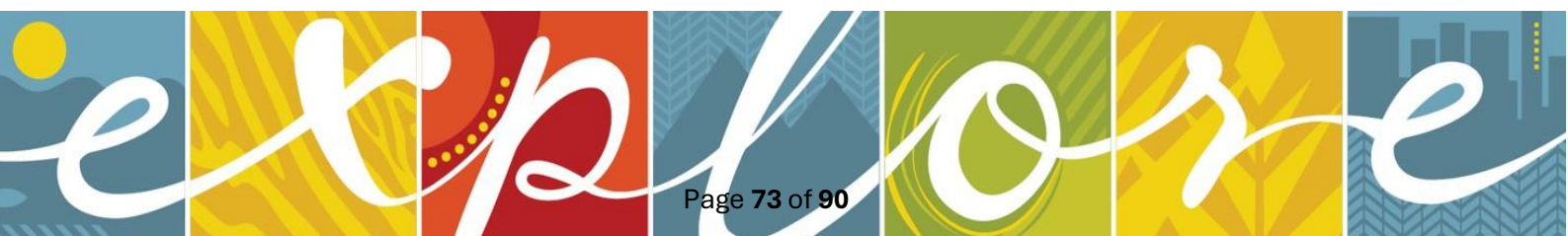


4 TEAM CAPABILITY

NB: BIDDERS MUST SUBMIT CV's & COPIES OF QUALIFICATIONS/CERTIFICATION OF KEY PERSONNEL

This form should be completed for each key person listed in the table (v): **TEAM CAPABILITY**

Responsibility or role on the project (as tabled on TEAM CAPABILITY)	Contracts Manager or Site Agent
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	No of Years of exp:
Employment record: (List of chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience and that I will be available to execute the work for which I have been nominated. _____ (Signature of Person named in schedule) _____ Date	



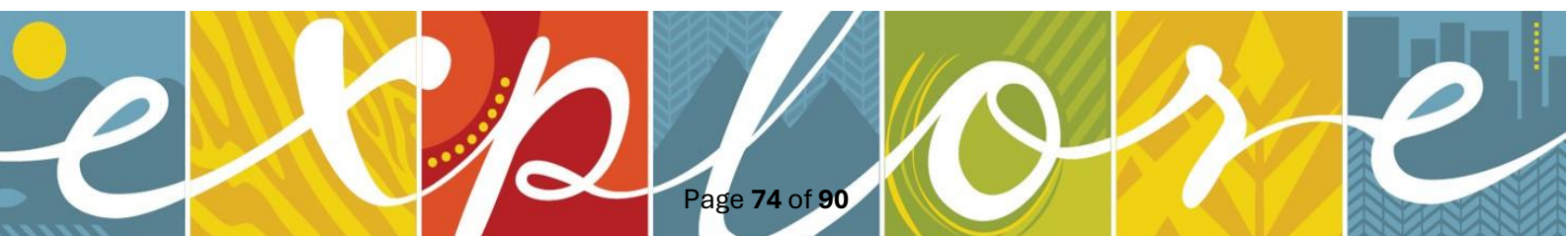
Attach additional pages if more space is required

NB: BIDDERS MUST SUBMIT CV's & COPIES OF QUALIFICATIONS/CERTIFICATION OF KEY PERSONNEL

This form should be completed for each key person listed in the table (v): **TEAM CAPABILITY**

Responsibility or role on the project (as tabled on TEAM CAPABILITY)	Foreman
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	No of Years of exp:
Employment record: (List of chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience and that I will be available to execute the work for which I have been nominated. _____ _____ (Signature of Person named in schedule) Date	

Attach additional pages if more space is required



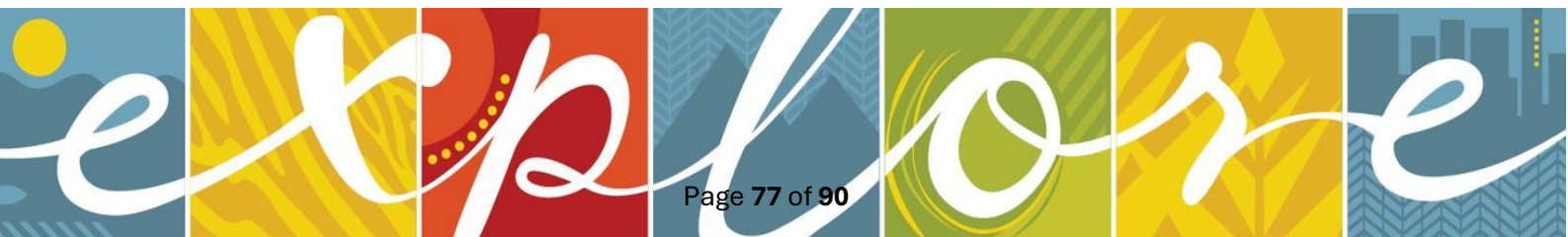
Attach additional pages if more space is required

AUTHORITY TO SIGN BID DOCUMENTS

In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to ECPTA at the time of submission of the bid that the bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

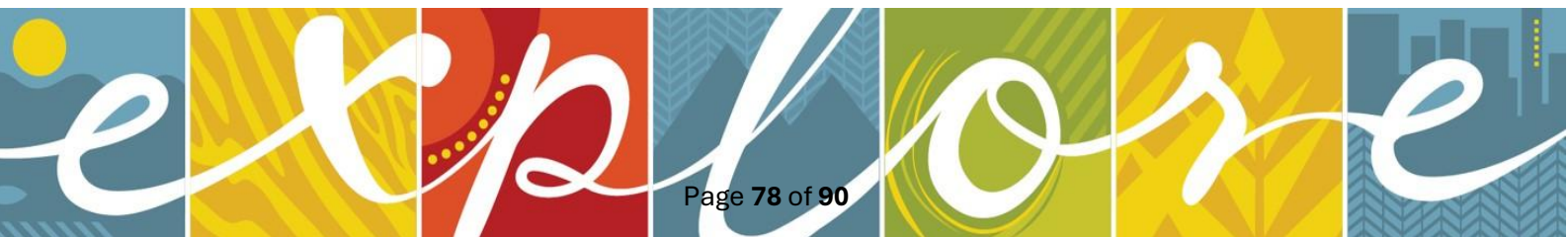
Please attach proof to the next page.

ATTACH RESOLUTION OF SIGNATORY



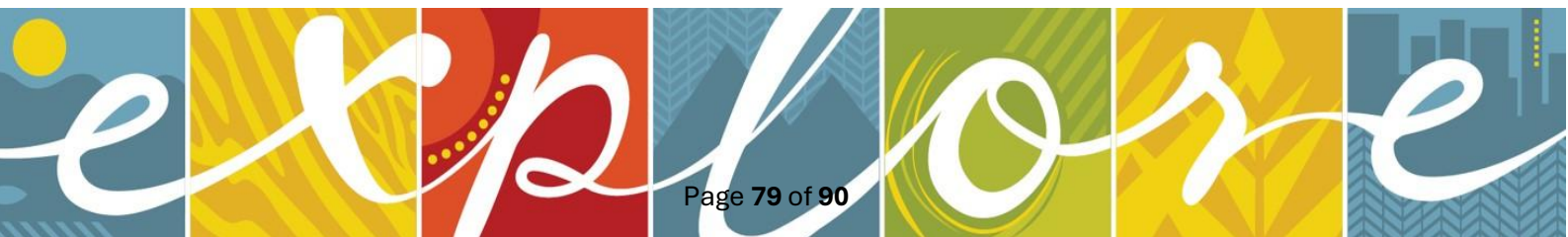
PROOF OF ADDRESS

ATTACH PROOF OF ADDRESS HERE



CSD REPORT

ATTACH CSD



JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

a) Name

b) Postal address

.....

.....



c) Physical address.....
.....
.....

d) Telephone.....

e) Fax.....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address

Physical Address.....

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address



Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

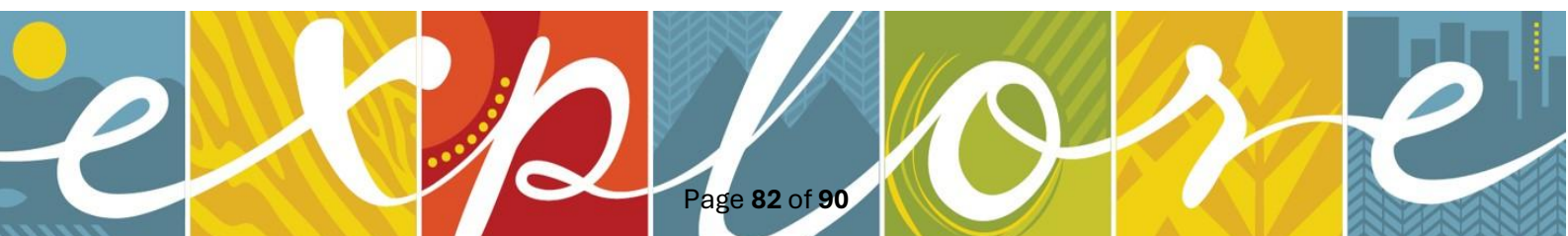
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1. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

.....

.....



5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s)
.....%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i)

Profit and loss sharing

(ii)

Initial capital contribution in Rands

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii)

Anticipated on-going capital contributions in Rands

.....

.....

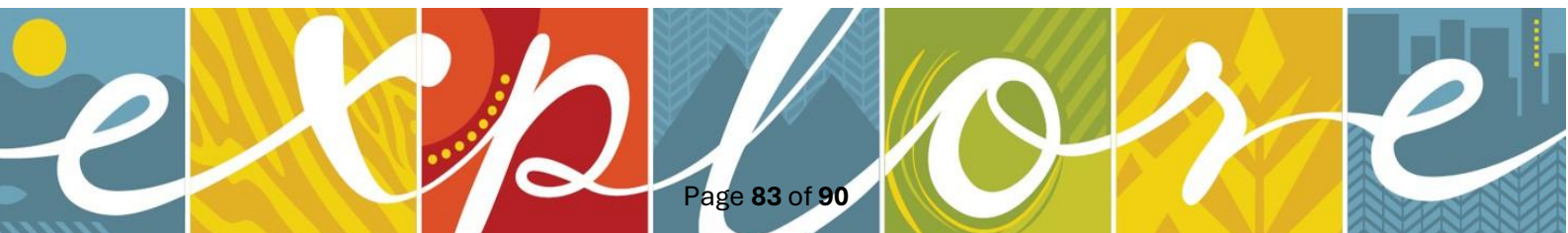
(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

5. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES



	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)	zZ	
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

(c) Signing, co-signing and/or collateralising of loans

.....



(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance bonds

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations.....

(b) Major purchasing.....

(c) Estimating

(d) Technical management

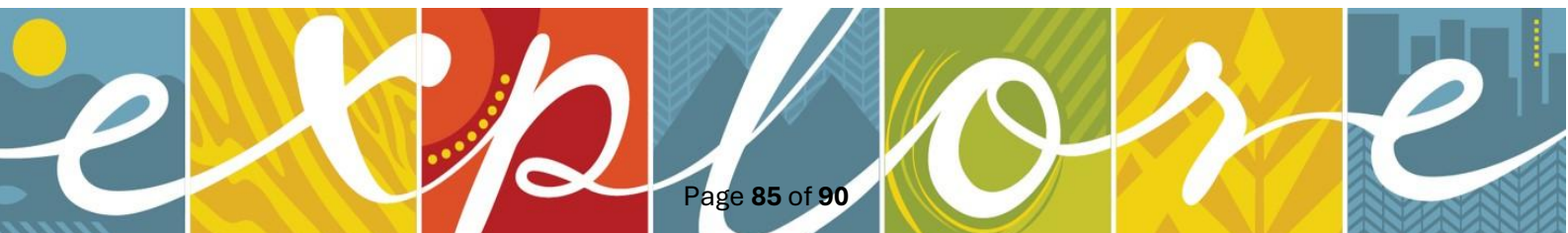
9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the “managing partner”, if any,

.....

.....

.....



-
- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

- (c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PART NER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. PERSONNEL

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.



TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorized to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature

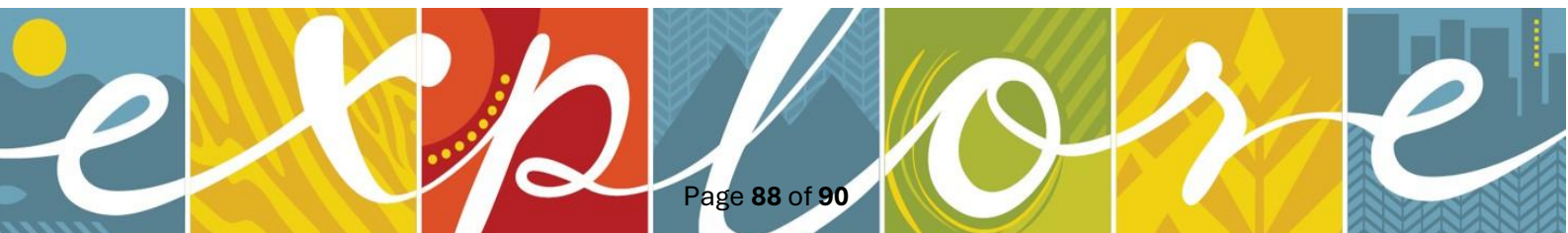
Duly authorized to sign on behalf of

Name

Address.....

Telephone.....

Date



Signature

Duly authorized to sign on behalf of

Name

Address.....

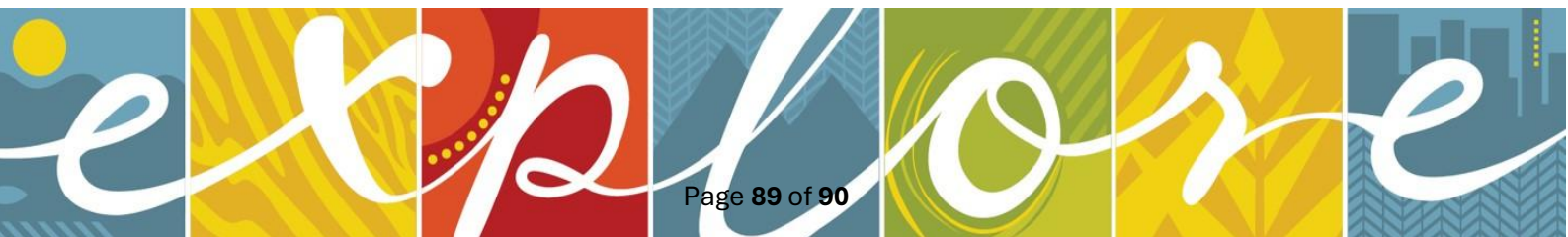
Telephone.....

Date

Signature

Duly authorized to sign on behalf of

Name



JOINT VENTURE AGREEMENT

Bidders who tender as a Joint Venture must submit a Joint Venture Agreement here.

