



***APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF BERG  
WATER PROJECT HERITAGE DISPLAY***

**66/2021/PMID/HERITAGE/RFB**

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<b>Part C4: Site information</b> (engineering and construction works contracts only)	C4	Site Information

<b>B-BBEE</b>	Broad Based Black Economic Empowerment in terms of the Broad Based Black Economic Empowerment Act 53 of 2003 (B-BBEE Act).
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	The B-BBEE status received by a measured entity issued in terms of section 9(1) of the B-BBEE Act.
<b>BID SUBMISSION</b>	A bidder's written proposal in response to an Invitation for Bids (Request for Bids/Quotations/ Information etc.)
<b>BLACK PEOPLE</b>	Africans, Coloureds and Indians as defined in the Broad Based Black Economic Empowerment Act 53 of 2003
<b>CONSORTIUM OR JOINT VENTURE OR CONSORTIUM</b>	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;
<b>CONSULTANT</b>	A professional person appointed to provide technical and specialist advice or to assist with the design and implementation of projects. The legal status of this person can be an individual, a partnership, a corporation or a company.
<b>CONTRACT</b>	A legal agreement or National Treasury issued Standard Bid Document Number 7 signed by TCTA and a successful bidder. This term does not refer to the actual bid process.
<b>CONTRACT MANAGER</b>	A representative from the Requesting Department that will be responsible for monitoring the day to day activities related to the contract
<b>DESIGNATED SECTORS</b>	Sectors, sub-sectors or industries that have been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
<b>EME</b>	means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act
<b>FIRM PRICES</b>	means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the bidder and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
<b>HISTORICALLY DISADVANTAGED ENTITIES</b>	Means entities that are at least: <ul style="list-style-type: none"> <li>• 51% black owned;</li> <li>• 51% owned by black youth;</li> <li>• 51% owned by black women;</li> <li>• 51% owned by black people with disabilities;</li> <li>• 51% owned by black people in rural areas, underdeveloped areas or townships;</li> <li>• a co-operative that is 51% owned by black people.</li> <li>• 51% owned by black people who are military veterans.</li> </ul>
<b>LOWEST ACCEPTABLE TENDER</b>	Means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.
<b>PRICE</b>	Means an amount of money for goods or services, and includes all applicable taxes less all unconditional discounts
<b>PROCUREMENT SPECIALIST</b>	Any person in the Procurement Unit who is responsible for managing a bid process from start to finish

<b>PO</b>	A Purchase Order generated by the Procurement Unit after the conclusion of a successful bid process authorizing the expenditure against an awarded contract.
<b>QSE</b>	means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
<b>RD</b>	A requesting department withing TCTA or its representative
<b>SPECIFIC GOALS</b>	Means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.
<b>SUPPLIER</b>	A juristic person or legal entity that provides goods or services to TCTA.

## **PART 1: TENDERING PROCEDURES**

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

**T1.1 : STANDARD TENDER NOTICE AND INVITATION TO TENDER**

<b>Bid Reference Number:</b>	66/2021/PMID/HERITAGE/RFB
<b>CIDB Grading Requirement:</b>	It is estimated that tenderers must have a CIDB contractor grading of 5SL or higher. 4SLPE potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers.
<b>Briefing Session:</b>	Compulsory
<b>Briefing Session Date and Time:</b> <b>Briefing Session Venue:</b>	10H00 on Wednesday, 06 December 2023. Berg River Dam Pump station building Franschhoek  33.90240°S 19.057000°E
<b>Clarifications Deadline:</b>	16H00 on Monday, 22 January 2024
<b>Closing Date and Time:</b>  <i>Bidders are urged to submit their bid from 08:00am on the date of closing and not earlier to ensure that bids are received by the TCTA representative.</i>	14H00 on Thursday, 01 February 2024
<b>Bid Validity Period:</b>	180 Calendar Days
<b>Bid Submission Physical Address:</b>	<p>Bid Submissions must be sent to:</p> <p>TCTA Building 9, Byls Bridge Office Park, Olievenhoutbosch Rd, Centurion, 0157</p> <p><i>Bidders must complete <b>Annexure G</b> on or before 22 January 2024 and return it to TCTA. Once this form is received, the bidder will receive a pin. This pin and a valid ID number/Driver's License will be required to gain access to the TCTA premises. Access forms (Annexure G) to be emailed to <a href="mailto:tenders04@tcta.co.za">tenders04@tcta.co.za</a></i></p>
<b>Enquiries:</b>	<p>Name: Colbert Makhubele Email Address: <a href="mailto:tenders04@tcta.co.za">tenders04@tcta.co.za</a></p>
<b>Bid Submission</b>	<p><i>Bid submission must be addressed to the Receiving Officer and marked RFB No.</i></p> <p><b>66/2021/PMID/HERITAGE/RFB</b></p> <p><b>Envelope A: Technical Proposal</b></p> <p>1 x original hardcopy 2 x Duplicate hardcopies 1 x electronic copy of all documents (USB flash disk)</p>

	<b><i>Envelope B: Financial Proposal</i></b> <i>1 x original hardcopy</i> <i>2 x Duplicate hardcopy</i> <i>1 x electronic copy (USB flash disk)</i>
<p>Tenders must only be submitted on the tender documentation that is issued. A record of tenders received will be circulated to all the Tenderers and shall be published on National Treasury's e-Tender portal and TCTA website.</p> <p>Requirements for sealing, addressing, delivery, opening, and assessment of proposals are stated in the Conditions of the Tender and Tender Data.</p>	

## T1.2 : CONDITIONS OF TENDER AND TENDER DATA

The conditions that are applicable to this request for proposals are the Standard Conditions of Tender published in Annexure C of the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts, Board Notice 423 Government Gazette No 42622 of 08 August 2019. Tenderers are referred to the CIDB website ([www.cidb.org.za](http://www.cidb.org.za)) where all CIDB documentation is readily accessible.

The Standard Conditions of Tender makes reference to the **Tender Data** for details that apply specifically to this tender. Any provision contained in this **Tender Data** shall prevail if there is any inconsistency between such provision and provision contained in the Standard Conditions of Tender.

Each item below is cross-referenced to the relevant clause in the **Annexure C** Standard Conditions of Tender to which it mainly applies.

### C.1 GENERAL

#### C.1.2 Tender Documents

The tender documents shall be obtained as per the instruction in the Tender Notice and Invitation to Tender.

The tender document consists of the following:

#### **TENDER**

Part T1: Tendering procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

#### **CONTRACT**

C1.1 Form of Tender

C1.2 Contract Data

C1.3 Agreements and Forms

Part C2: Pricing data

C2.1 Pricing Assumptions

C2.2 Bill of Quantities

Part C3: Scope of Work

Part C4: Site information

#### C.1.3 Interpretation

- ***Replace sub-clause C.1.3.2 with:***

All documents forming part of the tender process excluding the Tender Data, will also form part of the contract document.

#### C.1.4 Communication and employer's agent

- ***Replace the title and sub-clause with:***

## Communication during tender period

Each communication between the employer and a tenderer shall be directed through the employer's Receiving Officer as detailed below, and in a form that can be readily read, copied and recorded. Communications shall be in English. The employer will not take any responsibility for non-receipt of communications from or to a Tenderer. The tenderer must quote the Tender Number in all communication.

### The Receiving Officer

Trans-Caledon Tunnel Authority (TCTA)

Email: [tenders04@tcta.co.za](mailto:tenders04@tcta.co.za)

## C.1.6 Procurement procedures

### C.1.6.1 *Replace the sub-clause with:*

A contract will be concluded with a tenderer after a successful negotiation procedure as described in **C.1.6.2**, as amended in the Tender Data.

### C.1.6.2.2 *Replace the first sentence with:*

Negotiations will be undertaken with the highest ranked tenderer or the tenderer scoring the highest number of tender evaluation points in terms of C.3.11, based on the submissions that are received at the closing time for the proposals, subject to C.3.13, with the intention of concluding a contract between the employer and that tenderer. Should these negotiations not be successful then the next ranked tenderer will be invited for negotiations. The successful negotiations will be recorded in a Memorandum of Understanding (MoU).

**Delete sub-clause C.1.6.2.3**

**Delete sub-clause C.1.6.2.4**

**Delete sub-clause C.1.6.3.1**

**C.1.6.3.2 Option 2 will be applicable.**

### C.1.6.3.2.1 *Replace with:*

Tenderers shall submit in the first stage only Functional proposals. The employer shall invite all responsive tenderers to submit design and financial proposals in the second stage.

## C.2 TENDERER'S OBLIGATIONS

### C.2.1 Eligibility

- **Add sub-clauses**

### C.2.1.3 **Only the following tenderers are eligible to submit tender proposal:**

- 1.1.1. Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **5SL** class of construction work, are eligible to have their tenders evaluated.



1.1.2. Joint ventures are eligible to submit tenders provided that:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the **4SL** class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.
- the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **5SL** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

1.1.3. The Tenderer and/or its members in a case of the joint venture and/or its sub-contractors must have CIDB grading of at least 4CE for civil works.

1.1.4. The Tenderer must ensure compliance with Department of Trade and Industry (DTI) requirements related to designated industries, sectors and sub-sectors for local production and minimum local content thresholds. Only locally produced or locally manufactured products with a stipulated minimum threshold for local production and content will be considered and these includes, but not limited to the following:

- Steel products and components for construction;

The standard bidding document SBD 6.2 must be completed in line with the requirements of the SABS approved technical specification number SABS approved standard SANS 1286:2017 and the Guidance Document for the Calculation of Local Content together with the Local Content Declaration Templates.

The individual percentage for all designated products and including industries, sectors, and sub-sectors that have so far been designated for local production with minimum local content thresholds can be found on the following link:

<http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrialprocurement/>

## **2. Add sub-clauses**

**C.2.1.4 A Tenderer will not be eligible to submit a tender proposal if:**

- (a) More than one tender proposal has been submitted by the same Tenderer.
- (b) A Tenderer who submits or participates in more than one tender proposal will cause all the proposals in which the Tenderer has participated in to be disqualified;
- (c) Each tenderer shall submit only one tender proposal for the same project, either individually entity or as a partner in a joint venture.
- (d) No firm can be a subcontractor while submitting a tender individually or as a partner of a joint venture in the same tendering process.
- (e) An entity or firm, if acting in the capacity of subcontractor or designer in any tender, may participate in more than one tender proposal, but only in that capacity.
- (f) The **principal agent**, its partners and associates may not participate in this tender.

### C.2.6 Acknowledge addenda

- **Add the following:**

Extension to the closing time will only be allowed at the discretion of the employer.

### C.2.7 Clarification meeting

- **Add the following:**

Arrangements for the compulsory clarification meeting and site inspection are as specified in the Tender Notice and Invitation to Tender.

The tenderer shall bear all costs associated with their visit or visits to the site and their attendance at the clarification meeting. Tenderers are at liberty to visit the site at other times during the Tender Period subject to making prior arrangements with the employer.

The tenderer and their personnel or agents who enter upon the site or the employer's premises for the purpose of such inspection will release and indemnify the employer and their personnel, contractors and agents from and against all liability in respect thereof and in respect of entering and being conveyed in any vehicle including airborne vehicles arranged by the employer and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, whether or not caused by the negligence of the Employer [Such indemnities shall be given to the Employer prior to the start of any site visit and shall be accompanied by a notarised copy of a resolution of the Tenderer's Managing Board to provide the indemnity executed by the person named in the indemnity].

The Employer shall not be bound by any oral representations, clarification meetings or otherwise which may be made during the site visit, whether by the Employer's Agent (the Engineer) or by others. In order to minimise the possibility of misunderstanding, Tenderers shall present any requests for clarification in writing.

### C.2.12 Alternative tender offers

- **Replace sub-clause with:**

No alternative tender offers will be considered.

### C.2.13 Submitting a tender offer

#### C.2.13.3 Replace sub-clause with:

#### **Functional Proposal (Envelope A):**

**Submit one (1) original set of Tender documents** (as defined in **C.1.2**) duly completed and signed, plus **two (2) photocopies** and **one (1) USB flash memory storage device containing the digital proposal** shall be submitted together with a covering letter and supporting documents in a sealed package endorsed with the tender identification details.

#### **Financial Proposal (Envelope B):**

Submit **one (1) original** and **two (2) photocopies** of the Financial Proposal, plus **one (1) USB flash memory storage device containing original set of Financial Proposal as well as the digital priced Contract Price Schedule** in Microsoft Excel format together with a covering letter and supporting documents in a sealed package endorsed with the tender identification details.

An English translation must be provided for any document in a language other than English.

**C.2.13.10 Add the following:**

The Employer's address for delivery of the tender proposals and identification details to be shown on each package are:

Physical address:

Department of Water and Sanitation (DWS) Spectrum Building,  
157 Voortrekker Rd,  
Bellville,  
Cape Town,  
7530

Identification details to be used on each package:

**Envelope A: Functional Proposal:**

**"ENVELOPE A: ORIGINAL TECHNICAL PROPOSAL: TENDER FOR CONTRACT NO. 66/2021/PMID/HERITAGE/RFB: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF BERG WATER PROJECT HERITAGE DISPLAY"**

and two (2) copies:

**"ENVELOPE A: COPY OF TECHNICAL PROPOSAL: TENDER FOR CONTRACT NO. 66/2021/PMID/HERITAGE/RFB: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF BERG WATER PROJECT HERITAGE DISPLAY"**

**Envelope B: Financial Proposal:**

**"ENVELOPE B: ORIGINAL FINANCIAL PROPOSAL: TENDER FOR CONTRACT NO. 66/2021/PMID/HERITAGE/RFB: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF BERG WATER PROJECT HERITAGE DISPLAY"**

and two (2) copies:

**"ENVELOPE B: COPY OF FINANCIAL PROPOSAL: TENDER FOR CONTRACT NO. 66/2021/PMID/HERITAGE/RFB: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF BERG WATER PROJECT HERITAGE DISPLAY"**

If the tender package and/or envelopes are not sealed and marked as instructed, the employer will assume no responsibility for the misplacement or premature opening of the tender submitted.

No other documents shall be submitted by the tenderer unless they are directly related to the requirements for the relevant Returnable Documents and Schedules. In particular no Company brochures or promotional materials are to be submitted with the tender offer.

**C.2.13.7 Identification details to be the same as C.2.13.5 above.**

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

- **Add the following:**

"Should a tenderer fail to submit and / or complete any of the non-mandatory and returnable documents and / or schedules, the TCTA may call upon the tenderer to complete and submit such documents and / or schedules. In the event that a tenderer fails to submit any of the requested documents and / or schedules duly

completed within 7 (seven) calendar days of being called upon to do so, then the TCTA shall disqualify the tenderer”.

#### **C.2.15 Closing time**

The closing time for submission of tender offers is as specified in the Tender Notice and Invitation to Tender.

#### **C.2.16 Tender offer validity**

C.2.16.1 The validity period is **180 Calendar days** from the closing time for submission of tender proposals.

#### **C.2.17 Clarification of tender offer after submission**

- **Add the following:**

For this contract the employer may, after clarification with the tenderer, agree to amend the total of the prices stated by the tenderer in his or her tender proposal. (Refer to sub-clause C.3.9. – Arithmetical errors, omissions and discrepancies.)

#### **C.2.22 Return of other tender documents**

- **Delete clause C.2.22.**

#### **C.2.23 Certificates**

The tenderers shall submit the following (including that of the black owned enterprises) as part of the tenderer’s fulfilment of the transformation requirements:

1. A Tax Compliance Status Pin or the Central Supplier Database Master Registration Number in order for TCTA to verify the bidder’s tax compliance. Foreign-based bidders with neither South African Tax obligations nor history of doing business in South Africa must complete the questionnaires on SBD 1.
2. Certified copies of Company / CC / Trust Deed/ Partnership registration certificates;  
NB: Company, CC and Partnership must include names and copy of Identity Document of natural persons. Trust Deed must include name and copy of Identity Document of founders and beneficiaries.
3. Joint Venture Agreement and Power of Attorney in case of joint ventures.
4. A valid BBBEE Verification Certificate and score card obtained from a verification agency accredited by SANAS.
5. Valid CIDB registration certificate.
6. Evidence of registration and in good standing with a compensation insurer who is approved by the Department of Labour in terms of section 80 of the Compensation for Occupational Injury and Disease Act (COID) (Act 130 of 1993). The tenderer is required to disclose all inspection, investigations and their outcomes conducted by the Department of Labour into the conduct of a tenderer at a time during the 36 months preceding the date of this tender. (Letter of Good Standing with the Compensation Commissioner).

7. National Treasury Central Supplier Database Report

A tenderer that is selected as a preferred tenderer following tender evaluation, but is not registered on the Central Supplier Database (CSD) of the National Treasury, shall not be awarded the Tender, unless they submit proof of their registration on the CSD within seven (7) calendar days of being requested to do so. Failure to submit such proof of registration, as requested, shall result in their tender being disqualified.

### **C.3 THE EMPLOYER'S UNDERTAKINGS**

#### **C.3.4 Opening of tender submissions**

- **Delete clause C.3.4**

#### **C.3.5 Two-envelope system**

- **Replace C.3.5.1 with:**

##### ***Technical Proposal***

The technical submission (Envelope A) will not be opened in public. TCTA will publish the names of the tenders received within 10 days after receiving the Technical Proposal.

##### ***Financial Proposal***

The Financial Proposal (Envelope B) will be opened in public as follows:

Location / Venue:

Department of Water and Sanitation (DWS) Spectrum Building,  
157 Voortrekker Rd,  
Bellville,  
Cape Town,  
7530

TCTA will publish the names of the tenders received within 10 days after receiving the Tender Proposal.

#### **C.3.7 Grounds for rejection and disqualification**

- **Amend the sub-clause by inserting C3.7.1 for the existing sub-clause and adding the following sub-clause C3.7.2:**

##### **C3.7.2 The employer will disqualify any tenderer that fails:**

- To attend the compulsory clarification meeting and signing of the attendance register which is mandatory.
  - To achieve at least the minimum threshold of 70 points out of the 100 points on overall Technical Evaluation

#### **C.3.11 Evaluation of tender offers**

##### **C.3.11.1 General**

- **Add the following:**

The method for evaluation of the responsive tender offers will be:

- Functionality,
- Price and Specific Goals as described below.

Responsive tender offers will be evaluated in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA).

Tender offers will be evaluated in two stages:

Functional Proposal (Envelope A):

Technical functionality comprising of tenderer's experience and key personnel. All tender offers that fail to achieve the minimum number of points for functionality as specified in sub-clause C3.7.2 will be rejected.

Financial Proposal (Envelope B):

- Score tender evaluation points for preference (B-BBEE contribution).
- Add the points scored for price and preference to obtain the total number of points scored.

Subject to paragraph C3.13, the contract will be awarded to the tender who scores the highest total number of points.

Scoring will be done to two decimal places, unless otherwise specified for the specific tables below.

- ***Add the following sub-clauses:***

#### **C.3.11.2 Scoring functionality**

The tender proposals will be evaluated for functionality on technical capacity as per the evaluation criteria set out in table below.

Only the tenderers who achieve the minimum points for functionality as specified in sub-clause C3.7.2 will be evaluated on Price and Specific goals.

## 1. BACKGROUND

The contractor duties are to construct the heritage display in line with the provided design, attend meetings and provide reports on an agreed schedule. Skuifraam 1 archaeological site will be boxed in by the Contractor prior to the commencement of this project and Skuifraam 2 site must be secured and cordoned off by the contractor with site fencing to avoid damage to the ruin fabric. The contractor is to keep both ruins clear of imported elements including construction-related materials and equipment.

### 1.1. COMPANY EXPERIENCE (WHERE APPLICABLE)

Experience in Structural Construction Projects with a total construction value of greater than R 4 million.

### 1.2. PERSONNEL EXPERIENCE (WHERE APPLICABLE)

#### **Project Construction Manager:**

The incumbent should have at least 5 years' experience as a project manager on structural and civil works construction project.

#### **Project Site Foreman**

The incumbent should have at least 5 years' experience as a project site foreman on structural and civil works construction project.

#### **Structural Engineer**

The incumbent should have at least 5 years' experience as a professional structural engineer or technologist or certificated engineer on structural construction project. Professional registration with ECSA is mandatory.

## 2. STAGE 1: PRE-QUALIFICATION

Only those tenderers who are registered with the CIDB or are capable of being so prior to the closing date of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 5SL class of construction work, are eligible to submit their tender offers.

## 3. STAGE 2: LOCAL CONTENT AND PRODUCTION

The Tenderer must ensure compliance with Department of Trade and Industry (DTI) requirements related to designated industries, sectors and sub-sectors for local production and minimum local content thresholds. Only locally produced or locally manufactured products with a stipulated minimum threshold for local production and content will be considered and these includes, but not limited to the following:

- Steel products and components for construction;

The standard bidding document SBD 6.2 must be completed in line with the requirements of the SABS approved technical specification number SABS approved standard SANS 1286:2017 and the Guidance Document for the Calculation of Local Content together with the Local Content Declaration Templates.

The individual percentage for all designated products and including industries, sectors, and sub-sectors that have so far been designated for local production with minimum local content thresholds can be found on the following link:

<http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrialprocurement/>

**Any bidder who fails to meet the minimum threshold for local production and content will be disqualified from the process at this stage and not evaluated further.**

#### 4. STAGE 3: ATTENDANCE OF COMPULSORY BRIEFING SESSION

TCTA will refer to the attendance register of the Briefing Session to confirm if a bidder attended the compulsory briefing session.

**Failure to attend a compulsory briefing session will result in a bidder being disqualified at this stage and not evaluated further.**

#### 5. STAGE 4: RETURNABLES

ALL RETURNABLES ARE REQUIRED FOR PURPOSES OF EVALUATION IRRESPECTIVE OF WHETHER THEY ARE DESIGNATED MANDATORY OR NOT.

**Any bidder who fails to submit a non-mandatory document will receive zero points where that document is linked to specific functionality criteria. Any bidder who fails to submit a mandatory document will be disqualified at this stage and not evaluated further.**

#### 6. STAGE 3: FUNCTIONALITY

TCTA will evaluate the submissions for functional capacity and capability. TCTA will evaluate the submissions in terms of the functional criteria set out below.

**TABLE 2: TECHNICAL EVALUATION CRITERIA**

Evaluation Criteria	Description	Max Score
<b>Company Experience</b>  <i>(Complete Form 1 and supply relevant certificates in respect of CIDB registration)</i>	<b>Experience in Structural Construction Projects</b> 5 points for every structural steel works construction project with total construction value of ≥ R 4 million to a maximum of 25 points.  5 points for every civil work project with total construction value of ≥ R 2 million to a maximum of 15 points.  2 additional point for JBCC contract experience.  <b>The Bidder shall complete Form 1 attached in Annexure A. Failure to provide the information on the template will result in no points being allocated.</b>	42
<b>Personnel Experience</b>  <i>(Complete Form 2A,2B and 2C and supply relevant certified copies of certificates in respect of qualifications and professional registrations)</i>	<b>Project Construction Manager</b> The incumbent should have at least 5 years' experience as a project manager on structural and civil works construction project. Provide CV of the Construction Manager and experience with related projects.  < 5 Years = 0 points ≥ 5 Years < 8 Years = 5 points ≥ 8 Years < 10 Years = 10 points ≥10 Years = 15 points  3 additional points for relevant built industry professional registration ( ECSA, SACPCMP,SACQSP etc.)  <b>The Bidder shall complete Form 2A attached in Annexure B. Failure to provide the information on the template will result in no points being allocated.</b>	18



Evaluation Criteria	Description	Max Score
	<b>Project Site Foreman</b>  The incumbent should have at least 5 years' experience as a project site foreman on structural and civil works construction project. Provide CV of the Site Foreman and experience with related projects.  <i>&lt; 5 Years = 0 points</i> <i>≥ 5 Years &lt; 8 Years = 5 points</i> <i>≥ 8 Years &lt; 10 Years = 10 points</i> <i>≥ 10 Years = 15 points</i>  <b>The Bidder shall complete Form 2B attached in Annexure B. Failure to provide the information on the template will result in no points being allocated.</b>	15
	<b>Structural Engineer</b>  The incumbent should have at least 5 years' experience as a professional structural engineer or technologist or certificated engineer on structural construction project. Provide CV of the Structural Engineer and experience with related projects  <i>&lt; 5 Years = 0 points</i> <i>≥ 5 Years &lt; 8 Years = 5 points</i> <i>≥ 8 Years &lt; 10 Years = 10 points</i> <i>≥ 10 Years &lt; 12 Years = 15 points</i> <i>≥ 12 Years &lt; 15 Years = 20 points</i> <i>≥ 15 years = 25 points</i>  <b>Professional registration with ECSA is mandatory, and no points will be awarded for a resource without Pr.Eng status. A recently certified copy (3 months) of the certificate is to be submitted as proof of professional registration status.</b>  <b>The Bidder shall complete Form 2C attached in Annexure B. Failure to provide the information on the template will result in no points being allocated.</b>	25
<b>MAXIMUM POINTS</b>		<b>100</b>
<b>MINIMUM THRESHOLD</b>		<b>60</b>

- **Minimum points to be scored is 60 out of 100 on overall technical evaluation.**

The tenderers who do not meet the threshold of 60 points out of the 100 points will be disqualified at the end of this stage and not evaluated further.

## 7. STAGE 4: SPECIFIC GOALS

The specific goals for this bid are as follows:

### 7.1 SCORING PRICE AND SPECIFIC GOALS

The 80/20 preference points system for acquisition of services, works or goods shall be applicable. The following formula will be used to calculate the points for price (all applicable contingencies and taxes included):

$$P_s = 80 \times \left[ 1 - \frac{P_t - P_{min}}{P_{min}} \right]$$

Where:

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

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

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

The maximum price points available are 80.

## 7.2 POINTS AWARDED FOR SPECIFIC GOALS

7.2.1 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:

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	

The maximum specific goals points available are 20.

Eligibility for specific goals points is subject to the following conditions:

- The B-BBEE Status Level of Contributor certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as attached to Returnable Schedule A6. Joint ventures must submit a consolidated B-BBEE Status Level of Contributor certificate.
- A tender will not be disqualified from the tender process if the tenderer does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a tenderer will score 0 out of the maximum points of 10 points respectively for B-BBEE.

**Any bidder that does not meet the above-mentioned specific goals will not be disqualified but will be scored 0 for specific goals.**

## 8. STAGE 5: PRICE

- 8.1 TCTA will treat the bids in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA).

**Kindly refer to Part C.2.2**

TCTA will evaluate all Bid Submissions in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA).

### 8.2 PREFERENTIAL POINTS CALCULATION

- 8.2.1 The following formula must be used to calculate the points out of 80 for price in bids with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where-

$P_s$  = Points scored for price of bid under consideration;

$P_t$  = Price of bid under consideration; and

$P_{\min}$  = Price of lowest acceptable bid.

The weighting of the Preferential points calculation is as follows:

Price = 80

Specific Goals = 20

Bidder's Score = 100

## 9. STAGE 6: SUPPLIER VETTING

TCTA may disqualify a successful bidder who/whose:

- 9.1.1 Submits fraudulent information or information that they do not have to authority to submit;
- 9.1.2 Is listed on National Treasury's list of Blacklisted Suppliers or Defaulters or similar;
- 9.1.3 Poses a risk in terms of any vetting process conducted either by TCTA internally or the National Intelligence Agency;
- 9.1.4 Has a director and/or shareholder who is employed by any organ of state. This does not apply to any organ of state acting as a bidder; and
- 9.1.5 Tax affairs are not in order at the time of award after being requested to resolve the non-compliance status with SARS within the prescribed period.

**TCTA STANDARD CONDITIONS OF TENDER****C.1 GENERAL****C.1.1 ACTIONS**

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

C.1.1.2 TCTA 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 TCTA shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

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

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

**C.1.2 TENDER DOCUMENTS**

The documents issued by TCTA for the purpose of a tender offer as listed on the front page of this document.

**C.1.3 INTERPRETATION**

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

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

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

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

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

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

#### **C.1.4 COMMUNICATION**

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

#### **C.1.5 CANCELLATION AND RE-INVITATION OF TENDERS**

C.1.5.1 TCTA may, prior to the award of the tender, cancel a tender if-

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

#### **C.2 TENDERER'S OBLIGATIONS**

##### **C.2.1 ELIGIBILITY**

- C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is successfully vetted by TCTA.
- C.2.1.2 Notify TCTA 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 TCTA as the basis in a prior process to invite the tenderer to submit a tender offer and obtain TCTA's written approval to do so prior to the closing time for tenders.

##### **C.2.2 COST OF TENDERING**

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

##### **C.2.3 CHECK DOCUMENTS**

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

##### **C.2.4 CONFIDENTIALITY AND COPYRIGHT OF DOCUMENTS**

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

- C.2.4.1 By participating in this bid process, you hereby acknowledge that you have read and accept the following Protection of Personal Information (POPI) disclaimer.
- C.2.4.2 You (the Bidder, herein after referred to in the first person for purposes of this disclaimer) understand and agree that all information provided, whether personal or otherwise, may be used and processed by TCTA and such use may include placing such information in the public domain.
- C.2.4.3 Further by partaking in this process you specifically agree that TCTA will use such information provided by you, irrespective of the nature of such information.
- C.2.4.4 TCTA shall take all reasonable measures to protect the personal information of users and for the purpose of this disclaimer “personal information” shall be defined as detailed in the Promotion of Access to Information Act, Act 2 of 2000 (“PAIA”) and the Protection of Personal Information Act, Act 4 of 2013 (“POPI”).
- C.2.4.5 As per the POPI Act personal information refers to information that identifies or relates specifically to you as a person or data subject, for example, your name, age, gender, identity number and your email address.
- C.2.4.6 We may collect the following information about you:
- C.2.4.6.1 Your name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information;
- C.2.4.6.2 Information about your beneficial owner if we are required to do so in terms of POPIA.
- C.2.4.6.3 Records of correspondence or enquiries from you or anyone acting on your behalf.
- C.2.4.6.4 Details of transactions you carry out with us.
- C.2.4.6.5 Details of contracts you carry out with us; and
- C.2.4.6.6 Sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.
- C.2.4.7. If you are under 18 years old, please do not provide us with any personal information unless you have the permission of your parent or legal guardian to do so.
- C.2.4.8 Why we collect Personal Information
- C.2.4.9. Employee and Contractor Information
- C.2.4.9.1. To Remunerate the person.
- C.2.4.9.2 To comply with laws authorizing or requiring such processing, including (but not limited to) the Basic Conditions of Employment Act 75 of 1997; the Labour Relations Act 66 of 1995 as amended; the Employment Equity Act 55 of 1998; the Occupational Health and Safety Act 85 of 1993, the Income Tax Act 58 of 1962 and the VAT Act 89 of 1991.
- C.2.4.9.3 To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.
- C.2.4.9.4 To conduct criminal, credit, employment reference and other related reference checks.
- C.2.4.9.5. To provide value added services such as human resource administration, training, performance reviews, talent management and other reasons related to the management of employees and/or contractors.

C.2.4.10. Client Information

C.2.4.10.1 To render client related services and administration of client accounts.

C.2.4.10.2 To conduct criminal, credit, reference, and other related reference checks.

C.2.4.10.3 To authenticate the client.

C.2.4.10.4. To provide the client with information which TCTA believes may be of interest to the client, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.

C.2.4.11. Supplier and Third-Party Contractor/Service Provider Information

C.2.4.11.1 To secure the products and services of the supplier/service provider or contractor as part of TCTA's product and service offering.

C.2.4.11.2. To manage TCTA supply chain and relationship with the supplier and/or contractor for any purposes required by law by virtue of the relationship between the supplier and TCTA.

C.2.4.11.3 To render services relating to the administration of supplier supplier/service provider or contractor accounts.

C.2.4.11.4 To provide the supplier/service provider or contractor with information which TCTA believes may be of interest, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.

C.2.4.12. Sources of Personal Information

C.2.4.12.1. Personal information may be collected from the following sources:

C.2.4.12.2. Directly from the person when he/she applies for any TCTA related employment, provide services to TCTA, submit forms requests or transactions, use our websites, or make use of any of TCTA services.

C.2.4.12.3. From public registers, credit bureaus and law enforcement agencies and any other organisation from which TCTA may acquire your information.

C.2.4.12.4. From people and entities employed by TCTA to provide services to TCTA which may be legally entitled to provide TCTA with personal information.

C.2.4.13 The Storage of Personal Information

C.2.4.13.1. All personal information collected by TCTA will be stored as follows:

C.2.4.13.2. In a secure and safe manner according to strict information security principles with safeguards to ensure its privacy and confidentiality.

C.2.413.3. For no longer than is necessary to achieve the purpose for which it was collected unless further retention is:

C.2.4.13.4. Required by law or contractual obligation.

C.2.4.13.5. Otherwise reasonably required by TCTA for lawful purposes related to its functions and activities.

C.2.4.13.6. Retained further with the person's consent:

C.2.4.13.7. After which the information will be de-identified and disposed of as per TCTA Records policy.

C.2.4.14. Sharing of Personal Information

C.2.4.14.1. Any information supplied to TCTA will be treated as confidential and TCTA will not disclose information unless legally permitted thereto. No information will be transferred to a Third Party without the explicit consent of the data subject unless legally obliged thereto. By providing the personal information, the data subject agrees that TCTA may transfer the information to the following people and organisation's in pursuit of the data processing purposes set out in our Policy on the Protection of Personal Information.

C.2.4.14.2. To the divisions and departments in TCTA, including directors, employees, contractors, agents, auditors, legal and other professional advisors who are authorised to process this information.

C.2.4.14.3. To financial and government organisation's who may request information from TCTA, in which case the data subject will be notified in advance; the provision of such information, including banks, governmental, judicial, regulatory and law enforcement bodies including the South African Revenue services and the National Credit Regulator.

C.2.4.14.4. To persons employed by TCTA to provide services on our behalf and that adhere to principles like TCTA regarding the treatment of personal information.

C.2.4.14.5. To any person to whom TCTA cede, delegate, transfer or assign any of our rights or obligations pertaining to products and/or services provided to the person or contracts concluded with the person.

C.2.4.14.6. To any person who acts as legal guardian, executor of an estate, curator or in a similar capacity.

C.2.4.14.7. To any person or persons who may be permitted by applicable law or that you may consent to, including persons or entities who may request such information to evaluate the credit worthiness of the person.

C.2.4.15. Your Rights regarding your Personal Information

C.2.4.15.1. A data subject (employee, contractor, supplier and/or customer) has the following rights to his/her personal information collected, processed, and stored by TCTA:

C.2.4.15.2. Right of access to and the right to rectify or update the personal information collected.

C.2.4.15.3. The right to object at any time to the processing of the personal information in which event the consequences of the objection will be explained to the data subject.

C.2.4.15.4. The right to request TCTA to no longer process the personal information of the data subject should the information not be required for further processing or by law.

C.2.4.16. General Conditions pertaining to Personal Information

C.2.416.1. TCTA accepts no liability whatsoever for any loss, damage (whether direct, indirect, special, or consequential) and/or expenses of any nature whatsoever which may arise because of, or which may be attributable directly or indirectly from information made available on this document, or actions or transaction resulting there from.

C.2.4.17. This disclaimer shall be read together with TCTA terms and conditions also available on TCTA website <https://www.tcta.co.za> .



**C.2.5 REFERENCE DOCUMENTS**

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

**C.2.6 ACKNOWLEDGE ADDENDA**

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

**C.2.7 CLARIFICATION MEETING/BRIEFING SESSION**

Attend, where required, a clarification meeting/briefing session 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. Not represent more than one tenderer at the same meeting.

**C.2.8 SEEK CLARIFICATION**

C.2.8.1 Request clarification of the tender documents, if necessary, by notifying TCTA at least five (5) working days before the closing time.

C.2.8.2 All questions or queries regarding the bid document must be directed to the person stated on the front page of this document, stating the relevant Bid number in the subject field, at least five working days before the stipulated closing date and time of the Request for Bid. No e-mails, faxes and/or telephone calls should be directed to any other employees of TCTA.

C.2.8.3 TCTA shall not be liable nor assume liability for any failure to respond to any questions and/or queries raised by potential Bidders.

C.2.8.4 Should a Bidder fail to complete the schedules, TCTA may call upon the Bidder to complete and submit such annexures except where such annexures are indicated as mandatory or are required for purposes of functional and preferential points evaluation. TCTA reserves the right to request clarity and to clarify and ambiguities in the documents that have already been submitted. If a Bidder fails to submit any of the requested documents and / or annexures duly completed within 5 (five) working days of being called upon to do so, then TCTA may disqualify the Bidder.

**C.2.9 INSURANCE**

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

**C.2.10 PRICING THE TENDER OFFER**

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

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

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. Bids with conditional prices will not be acceptable and will be treated as such.

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

C.2.10.5 If the price offered by the highest scoring bidder is not market related, TCTA reserves the right not to award to that bidder in terms of its Procurement policies.

#### **C.2.11 ALTERATIONS TO DOCUMENTS**

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

#### **C.2.12 ALTERNATIVE TENDER OFFERS**

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

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

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

#### **C.2.13 SUBMITTING A TENDER OFFER**

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

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

C.2.13.3 Submit the tender offer on one electronic copy on an unencrypted USB subject to the following:

C.2.13.3.1 USBs must not be password protected and must be free of any and all corruption and/or viruses

C.2.13.3.2 TCTA will not be liable to accept or evaluate any file that is not readable and accessible to the relevant bid committee. Bidders will not be allowed to remedy/fix/assess such USB or file after the bid closing date and the information will be deemed as not received.

C.2.13.3.3 Only pdf documents will be accepted and not word, images or any other format not specified in this bid document.

C.2.13.3.4 These provisions will be applied on a case by cases basis within the sole discretion of the bid evaluation committee.

#### **C.2.14 INFORMATION AND DATA TO BE COMPLETED IN ALL RESPECTS**

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

**C.2.15 CLOSING TIME**

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

**C.2.16 TENDER OFFER VALIDITY**

- C.2.16.1 Hold the tender offer(s) valid for acceptance by TCTA at any time during the validity period stated in the tender data after the closing time stated in the tender data. All Bid Submissions must remain valid from the stipulated closing date and time of the Request for Bid for the period stated in this Bid. Each Bid Submission will constitute an irrevocable offer which remains open for acceptance by TCTA during the validity period.
- C.2.16.2 If requested by TCTA, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to TCTA may only be withdrawn or substituted by giving TCTA's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before TCTA evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
- C.2.16.3 If TCTA issues a request to extend the validity period, failure to respond to such a request shall be deemed to be an approval to extend the bid validity period on the same terms and conditions as per your original bid submission.
- C.2.16.4 If a bidder rejects the extension of validity period with no further comments. The bidder's rejection shall be accepted as a withdrawal from the bid process.
- C.2.16.5 If a bidder rejects the extension of the validity period and requests an adjustment to their bid price. Such adjustment must be in line with the Consumer Price Index applicable at the time of request for extension and/or a recognised industry pricing guide. Adjustments outside of these parameters or for any other reason will not be acceptable and the bidders original bid price shall be deemed to be applicable for the extended validity period.

**C.2.17 CLARIFICATION OF TENDER OFFER AFTER SUBMISSION**

Provide clarification of a tender offer in response to a request to do so from TCTA 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.

- 2.1.2. All questions or queries regarding the Request for Bid must be directed to the person stated on the front page of this document, stating the relevant Bid number in the subject field, at least five business days before the stipulated closing date and time of the Request for Bid. No e-mails, faxes and/or telephone calls should be directed to any other employees of TCTA.

2.1.3. TCTA shall not be liable nor assume liability for any failure to respond to any questions and/or queries raised by potential Bidders.

2.1.4. Should a Bidder fail to complete the annexures TCTA may call upon the Bidder to complete and submit such annexures except where such annexures are indicated as mandatory or are required for purposes of functional and preferential points evaluation. TCTA reserves the right to request clarity and to clarify any ambiguities in the documents that have already been submitted. If a Bidder fails to submit any of the requested documents and / or annexures duly completed within 5 (five) working days of being called upon to do so, then the TCTA may disqualify the Bidder.

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

#### **C.2.18 PROVIDE OTHER MATERIAL**

C.2.18.1 Provide, on request by TCTA, 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 TCTA for the purpose of a full and fair risk assessment.

C.2.18.2 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 TCTA's request, TCTA may regard the tender offer as non-responsive.

C.2.18.3 Dispose of samples of materials provided for evaluation by TCTA, where required.

#### **C.2.19 INSPECTIONS, TESTS AND ANALYSIS**

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

#### **C.2.20 SUBMIT SECURITIES, BONDS AND POLICIES**

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

#### **C.2.21 CHECK FINAL DRAFT**

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

#### **C.2.22 RETURN OF OTHER TENDER DOCUMENTS**

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

#### **C.2.23 CERTIFICATES**

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

**C.3 TCTA'S UNDERTAKINGS****C.3.1 RESPOND TO REQUESTS FROM THE TENDERER**

- C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.
- C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
  - b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
  - c) in the opinion of TCTA, acceptance of the material change would compromise the outcome of the prequalification process.
- C.3.1.3 TCTA reserves the right, in its sole and absolute discretion, to amend any terms and conditions of the bid document and/or to stipulate additional requirements, provided that such amended terms and conditions and/or additional requirements are placed on TCTA's website or CIDB website at least 3 (three) business days prior to the stipulated closing date and time.
- C.3.1.4 Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this bid document.

**C.3.2 ISSUE ADDENDA**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until 10 (ten) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, TCTA may grant such extension and, shall then notify all tenderers who collected tender documents.

**C.3.3 Return late tender offers**

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

**C.3.4 Opening of tender submissions**

- C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.
- This section shall not apply where there is no bid opening date specified in the Standard Notice of Tender and Invitation to Tender above.
- C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

**C.3.5 TWO-ENVELOPE SYSTEM**

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

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

Section 3.5.1 shall not apply where there is no bid opening date specified in the Standard Notice of Tender and Invitation to Tender above.

**C.3.6 NON-DISCLOSURE**

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

**C.3.7 GROUNDS FOR REJECTION AND DISQUALIFICATION**

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

**C.3.8 TEST FOR RESPONSIVENESS**

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

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

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in TCTA'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 TCTA's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

**C.3.9 ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES**

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**C.3.10 CLARIFICATION OF A TENDER OFFER**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer. TCTA may request that information be provided within a reasonable amount of time.

**C.3.11 EVALUATION OF TENDER OFFERS****C.3.11.1 General**

TCTA will establish a bid evaluation committee to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.3.12 INSURANCE PROVIDED BY TCTA**

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 TCTA to provide.

**C.3.13 ACCEPTANCE OF TENDER OFFER**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in TCTA's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of TCTA, to perform the contract free of conflicts of interest.
- g) does not submit fraudulent information or information that they do not have authority to submit;
- h) is not listed on National Treasury's list of Blacklisted Suppliers or Defaulters or similar;
- i) does not pose a risk in terms of any vetting process conducted either by TCTA internally or the National Intelligence Agency;
- j) does not have a director and/or shareholder who is employed by any organ of state. This does not apply to any organ of state acting as a bidder; and
- k) has tax affairs that are not in order at the time of award after being requested to resolve the non-compliance status with SARS within the prescribed period.

#### **C.3.14 PREPARE CONTRACT DOCUMENTS**

- C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by TCTA 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 TCTA and the successful tenderer.
- C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

#### **C.3.15 COMPLETE ADJUDICATOR'S CONTRACT**

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

#### **C.3.16 REGISTRATION OF THE AWARD**

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



**C.3.17 PROVIDE COPIES OF THE CONTRACTS**

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

**C.3.18 PROVIDE WRITTEN REASONS FOR ACTIONS TAKEN**

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

## **PART 2:RETURNABLE DOCUMENTS**

### **T2.1 LIST OF RETURNABLE DOCUMENTS**

### **T2.2 RETURNABLE SCHEDULES**

**T.2.1: LIST OF RETURNABLE DOCUMENTS**

List of returnable documents (Envelope A and Envelope B)

RETURNABLE DOCUMENTS	ENVELOPE	ACTION	CONSEQUENCE FOR NON-SUBMISSION
<b>A SCHEDULES</b>			
A1: DECLARATION OF INTEREST (FORM SBD 4)	A	Complete form	5 days to submit upon request, failure to submit bidder will be disqualified
A2: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (FORM SBD 6.1)	A	Attach copy	Points will not be awarded
A:3 ENTERPRISE INFORMATION (FORM SBD 1)	A	Complete form	5 days to submit upon request, failure to submit bidder will be disqualified
A:4 PROOF OF REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	A	Attach copy	Disqualified if not capable of being registered prior to the evaluation of submissions
A:5: TAX COMPLIANCE STATUS PIN CERTIFICATES	A	Complete form	Points will not be awarded
A:6 BBBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE	A	Attach copy	Points will not be awarded
A:7: JOINT VENTURE OR CONSORTIUM AGREEMENT (OR MEMORANDUM OF UNDERSTANDING)	A	Attach copy	5 days to submit upon request, failure to submit bidder will be disqualified
A8: FORM OF CONSTITUTION OF JOINT VENTURE OR CONSORTIUM	A	Attach copy	5 days to submit upon request, failure to submit bidder will be disqualified
A9: FORM OF DECLARATION OF JOINT AND SEVERALLY LIABILITY	A	Attach copy	5 days to submit upon request, failure to submit bidder will be disqualified
A10: FORM OF POWER OF ATTORNEY IN RESPECT OF TENDER	A	Attach copy	5 days to submit upon request, failure to submit bidder will be disqualified
A11: FORM OF AUTHORITY FOR SIGNATORY	A	Attach copy	5 days to submit upon request, failure to submit bidder will be disqualified
A12: CERTIFICATE OF ATTENDANCE AT THE CLARIFICATION MEETING / SITE INSPECTION	A	Attach copy	Bidder will be disqualified
A13: RECORD OF ADDENDA	A	Complete form	5 days to submit upon request, failure to submit bidder will be disqualified
<b>B SCHEDULES</b>			
B1: TENDERER'S EXPERIENCE RECORD	A	Complete form	Points will not be awarded
B2: PERSONNEL EXPERIENCE	A	Complete form	Points will not be awarded
B3: CV'S OF KEY PERSONNEL	A	Attach copy	Points will not be awarded
B4: CONFIRMATIONS OF CIDB REGISTRATION FOR ALL ENTITIES INCLUDING JV MEMBERS (AS APPROPRIATE)	A	Attach copy	Bidder will be disqualified
B5: LOCAL AND IMPORTED CONTENT DECLARATIONS	A	Complete form	Bidder will be disqualified
B6: FORM OF TENDER AND CONTRACT DATA	A	Complete Form	Bidder will be disqualified
B7: SCHEDULE FOR PRICING DATA	B	Complete form	Bidder will be disqualified
B8: LIST OF CONTRACTOR'S EQUIPMENT	B	Complete form	None
B9: TENDER SECURITY	A	Complete form	5 days to submit upon request, failure to submit bidder will be disqualified

RETURNABLE DOCUMENTS	ENVELOPE	ACTION	CONSEQUENCE FOR NON-SUBMISSION
B10: ACCESS FORM	A	Complete form	Access will not be granted.

**T2.2      RETURNABLE SCHEDULES**

**A1: DECLARATION OF INTEREST (SBD 4)****BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

**2. BIDDER'S DECLARATION**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,

employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....  
 .....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
 .....

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

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

<sup>2</sup> 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.

## A2: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2017 (SBD 6.1)

### SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

1.3 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.4 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.

1.5 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**

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

Where

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

### 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:

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.2. Name of company/firm.....

4.3. Company registration number: .....

4.4. 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]

4.5. 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:** .....

.....

.....

.....

.....

**A3: ENTERPRISE INFORMATION****SBD 1****REQUEST FOR BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>				
BID NUMBER:	66/2021/PMID/HERITAGE/RFB	CLOSING DATE:		CLOSING TIME:
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF BERG WATER PROJECT HERITAGE DISPLAY			
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>				
Department of Water and Sanitation (DWS) Spectrum Building,				
157 Voortrekker Rd,				
Bellville,				
Cape Town, 7530				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON			CONTACT PERSON	
TELEPHONE NUMBER			TELEPHONE NUMBER	
FACSIMILE NUMBER			FACSIMILE NUMBER	
E-MAIL ADDRESS			E-MAIL ADDRESS	
<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>				

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

**A4: PROOF OF REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE  
(TENDERER TO ATTACH DOCUMENTS)**

**A5: TAX COMPLIANCE STATUS PIN CERTIFICATES (TENDERER TO ATTACH DOCUMENTS)**

**A6: B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATES (TENDERER TO ATTACH DOCUMENTS)**

**A7: JOINT VENTURE OR CONSORTIUM AGREEMENT (OR MEMORANDUM OF UNDERSTANDING)  
(TENDERER TO ATTACH DOCUMENTS)**

The Tenderer shall submit with his Tender full details, in the format indicated below of the Joint Venture or Consortium Agreement including:

1. The composition and structure (in writing and diagrammatically) of the organisation, including the roles to be taken by specialist suppliers and subcontractors.
2. In respect of each of the participating parties respectively:
  - a) Levels of financial commitment;
  - b) Degree of participation in the Joint Venture;
  - c) Duties and responsibilities in respect of the Works; and

Name and address of bankers to the Joint Venture.

Joint and severally liability.

Number of sheets, appended by the Tenderer, comprising this Schedule.....(if nil, enter Nil)

SIGNATURE: .....DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*



**A8: FORM OF CONSTITUTION OF THE JOINT VENTURE OR CONSORTIUM (TENDERER TO ATTACH DOCUMENTS)**

.....  
(Name of Tenderer – Joint Venture or Consortium)

of .....  
(Address)

.....  
**i) TO TCTA**

**ii) Joint Venture or Consortium Members**

Member A ..... Member C .....

of ..... of .....  
(Address) ..... (Address)

Member B ..... Member D .....

of ..... of .....  
(Address) (Address)

*(Add additional Member names and addresses as appropriate)*

It is hereby declared that by Resolution (one notarially certified copy of each Resolution is attached hereto) of the respective Boards of Directors of the above Members, such Members have entered into a Joint Venture or Consortium for the purpose of Contract No. **66/2021/PMID/HERITAGE/RFB: THE CONSTRUCTION OF BERG WATER PROJECT HERITAGE DISPLAY**. The Joint Venture or Consortium Agreement (or copy thereof, duly authenticated by a Notary Public) is attached hereto.

Signed for and on behalf of the Parties on this ..... day of .....  
20.....

At .....  
(place)

.....  
for Member A  
(Name) (Signature) (Capacity)

.....  
for Member B  
(Name) (Signature) (Capacity)

.....  
for Member C  
(Name) (Signature) (Capacity)

.....  
for Member D  
(Name) (Signature) (Capacity)

SIGNATURE:.....DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*

**A9: FORM OF DECLARATION OF JOINT AND SEVERALLY LIABILITY OF JOINT VENTURE OR CONSORTIUM MEMBERS**

.....  
(Name of Tenderer – Joint Venture or Consortium)

Of.....  
(Address)

iii) **TO TCTA**

iv) **Joint Venture or Consortium Members**

We,

Member A ..... Member C .....

of ..... of .....  
(Address) (Address)

Member B ..... Member D .....

of ..... of .....  
(Address) (Address)

*(Add additional Member names and addresses as appropriate)*

being parties to the Joint Venture or Consortium confirm our undertaking that, if the Joint Venture or Consortium is awarded Contract No. **66/2021/PMID/HERITAGE/RFB: THE CONSTRUCTION OF BERG WATER PROJECT HERITAGE DISPLAY**, all members will be jointly and severally liable for the execution of Contract.

Signed for and on behalf of the Parties on this ..... day of ..... 20.....

At .....  
(place)

..... for Member A  
(Name) (Signature) (Capacity)

..... for Member B  
(Name) (Signature) (Capacity)

..... for Member C  
(Name) (Signature) (Capacity)

..... for Member D  
(Name) (Signature) (Capacity)

SIGNATURE: ..... DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*

**A10: FORM OF POWER OF ATTORNEY IN RESPECT OF TENDER BY JOINT VENTURE OR CONSORTIUM (TENDERER TO ATTACH DOCUMENTS)**

.....  
 (Name of Tenderer – Joint Venture or Consortium)

of  
 .....

.....  
 (Address)

---

**Powers of Attorney**

The undernamed:

.....  
 (Name)

.....  
 (Signature)

for Member A

.....  
 (Name)

.....  
 (Signature)

for Member B

.....  
 (Name)

.....  
 (Signature)

for Member C

.....  
 (Name)

.....  
 (Signature)

for Member D

*(Add additional authorised names and signatures as appropriate)*

have been duly and irrevocably authorised by Resolution (one notarially certified copy of each Resolution is attached hereto) of the respective Boards of Directors of the above Members to sign all deeds and documents for and to commit the respective Members concerning the Joint Venture or Consortium.

Signed for and on behalf of the Parties on this ..... day of ..... 20.....

At

.....  
 (place)

.....  
 (Name)

.....  
 (Signature)

.....  
 (Capacity)

for Member A

.....  
 (Name)

.....  
 (Signature)

.....  
 (Capacity)

for Member B

.....  
 (Name)

.....  
 (Signature)

.....  
 (Capacity)

for Member C

.....  
 (Name)

.....  
 (Signature)

.....  
 (Capacity)

for Member D

SIGNATURE: ..... DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*

**A11: FORM OF AUTHORITY FOR SIGNATORY (TENDERER TO ATTACH DOCUMENTS)**

Signatories for Companies, Partnerships or Close Corporations must establish their authority thereto by attaching a copy of the relevant resolution to that effect of their Board of Directors, Members or Partners duly signed and dated. An example is shown below for a Company. A similar authority must be included for the individual who is authorised by the Tenderer (Company or Joint Venture or Consortium) to sign the Tender documents on behalf of the Tenderer.

By resolution of the Board of Directors at a meeting on .....20.....

At .....

Mr/Ms .....

whose signature appears below, has been duly authorised to sign all documents in connection with this Tender for Contract No. **66/2021/PMID/HERITAGE/RFB: THE CONSTRUCTION OF BERG WATER PROJECT HERITAGE DISPLAY**, and any contract which may arise there from, on behalf of (*company, block capitals*)

.....

**SIGNATURE OF RESPONSIBLE PERSON OF COMPANY:** .....

**IN HIS CAPACITY AS:** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY AUTHORISED TO SIGN ON BEHALF OF COMPANY:**

.....

**WITNESSES:**

.....

***(NOTE: This is a typical example of an authority for signature. Signatures of both Responsible Person and authorised Signatory are required on the certificate provided by the Tenderer)***

**A12: CERTIFICATE OF ATTENDANCE AT THE CLARIFICATION MEETING**

This is to certify that I/We

.....  
.....

being the representative(s) of (Tenderer)

.....  
.....

of (address)

.....  
.....

Telephone No. .... Email Address: .....

Cell phone No. ....

Attended the Clarification Meeting

(date) .....

in the company of the Engineer (Name of person):

.....

and the Employer (Name of person):

.....

Signed on behalf of the Tenderer .....

Signed on behalf of the Engineer .....

or the Employer .....

DATE ..... SIGNATURE

**A13: RECORD OF ADDENDA**

I / We confirm that the following communications amending the tender documents received from the Employer or his representative before the closing date for submission of this tender offer, have been taken into account in the tender.

ADDENDUM NO.	DATE	TITLE AND DETAILS

SIGNATURE: .....DATE:

*(of person authorised to sign on behalf of the Tenderer)*

**B1: TENDERER'S EXPERIENCE RECORD**

**THE TENDERER (INCLUDING SUBCONTRACTORS) MUST PROVIDE SUFFICIENT DETAIL BELOW FOR THE EVALUATION IN TERMS OF THE REQUIREMENTS IN THE TECHNICAL EVALUATION CRITERIA IN PART T1.2.**

Typical details to be provided are for example:

- Experience in Structural Construction Projects
- Tenders are allowed to reproduce the form to enable the population of information.

Points can only be claimed for 1 project per category or work (i.e 1 point can not be claimed for civil works and also claimed for structural work)

**FORM 1: COMPANY EXPERIENCE**

Client Name	Project Description	Type of Contract (e.g. JBCC, FIDIC, NEC, etc.)	Type of project (tick where applicable)		Project Value	Start Date	End Date	Client Contact Person	Telephone Number	E-mail Address
			Structural Steel	Civil works						

Number of sheets, appended by the Tenderer, comprising this Schedule:.....(if nil, enter Nil)

SIGNATURE: ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

**B2: PERSONNEL EXPERIENCE (TENDERER TO ATTACH DOCUMENTS)**

THE TENDERER (INCLUDING SUBCONTRACTORS) MUST PROVIDE SUFFICIENT DETAIL BELOW FOR THE EVALUATION IN TERMS OF THE REQUIREMENTS IN THE TECHNICAL EVALUATION CRITERIA IN PART T1.2.

**FORM 2A: PROJECT CONSTRUCTION MANAGER**

Name of Proposed Resource	Description of project s/he was involved with as well as a summary of Duties	Start Date	End Date	Total No. of Years	Reference Name	Reference Contact Details

Attach a signed CV with certified copies of qualifications and professional registration certificates to support the table.

SIGNATURE: ..... NAME OF BIDDER.....  
(of person authorised to sign on behalf of the Bidder)



**FORM 2B: PROJECT SITE FOREMAN**

Name of Proposed Resource	Description of project s/he was involved with as well as a summary of Duties	Start Date	End Date	Total No. of Years	Reference Name	Reference Contact Details

**Attach a signed CV with certified copies of qualifications and professional registration certificates to support the table.**

SIGNATURE: ..... NAME OF BIDDER.....  
(of person authorised to sign on behalf of the Bidder)

**FORM 2C: STRUCTURAL ENGINEER**

Name of Proposed Resource	Description of project s/he was involved with as well as a summary of Duties	Start Date	End Date	Total No. of Years	Reference Name	Reference Contact Details

**Attach a signed CV with copies of qualifications to support the table.**

SIGNATURE: ..... NAME OF BIDDER.....  
 (of person authorised to sign on behalf of the Bidder)

**B3: CV'S OF KEY PERSONNEL**

Curriculum vitae of the key personnel listed in Form 2A, 2B and 2C shall be structured to follow the format below and in the order shown.

Name:

Profession:

Date of birth:

Parent firm:

Position in parent firm: (Indicate if Director, Senior Contract or Contract Manager, Site Agent, Engineer, etc.)

Years with parent firm:

Nationality: (Foreign Nationals to indicate the date when South African citizenship was acquired.)

Sex: Male / Female

Ethnic group: African / Coloured / Indian / White

i) **Tertiary Education (and year obtained):**

ii) **Professional Accreditation and Registration (and year obtained):**

iii) **Years of Relevant Experience:**

**Languages:** *If the first language is not English, please indicate proficiency in English. In other languages, including South African indigenous languages, please show speaking, reading and writing ability.*

LANGUAGE	SPEAKING	READING	WRITING
First Language:			
English			
Other:			

**COUNTRIES OF WORK EXPERIENCE:** .....

**PROPOSED POSITION ON TEAM:** .....

**KEY QUALIFICATIONS**

*Under this heading, give outline of staff member's experience and training most pertinent to the assigned work on the team.*

**RELEVANT EXPERIENCE**

*Describe degree of responsibility held by staff member on **relevant** previous assignments, give dates, project names, values, locations, project extent, size, capacity. For experience in last twenty years, also give types of activities performed.*

**SUMMARY OF OTHER EXPERIENCE**

*Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organization, title of position held and location, names, type and value of projects.*

**Declaration:**

I confirm that the above information contained in the CV is an accurate description of my experience and qualifications and that, at the time of signature, I am available and willing to serve in the position indicated for me in Schedule A18 for Contract No. **66/2021/PMID/HERITAGE/RFB: THE CONSTRUCTION OF BERG**

**WATER PROJECT HERITAGE DISPLAY**

.....  
SIGNATURE OF STAFF MEMBER

.....  
DATE

**B4: CONFIRMATIONS OF CIDB REGISTRATION FOR ALL ENTITIES INCLUDING JV MEMBERS (AS APPROPRIATE) (TENDERER TO ATTACH DOCUMENTS)**

**B5 LOCAL AND IMPORTED CONTENT DECLARATIONS****SBD 6.2****DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content, 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) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - \frac{x}{y}] * 100$$

Where

x is the imported content in Rand

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

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

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

- 1.3. 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 and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Reinforcement Bars.	100%
Multiwall Sheeting and Accessories.	100%
Structural Steelwork.	100%
Welded Beams in Single Lengths With Flat Section Bearer and Connection Plates Including	
Weldholes, Slotted Holes, Bolts and Bolting.	100%
Stainless Steel	100%
Columns	100%

- 3. Does any portion of the goods or services offered**

have any imported content?

(**Tick applicable box**)

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

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

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO. . 66/2021/PMID/HERITAGE/RFB.....**

**ISSUED BY:** (Procurement Authority / Name of Institution): Trans Caledon Tunnel Authority (TCTA).....

NB

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

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

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

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

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

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

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

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**B6: FORM OF TENDER AND CONTRACT DATA**

Refer to **Part C1: Agreement and Contract Data**.

**B7: PRICING DATA**

Number of sheets, appended by the Tenderer, comprising this Schedule: ..... (if nil, enter Nil)

SIGNATURE: ..... DATE: .....

(of person authorised to sign on behalf of the Tenderer)

**B8: LIST OF CONTRACTOR'S EQUIPMENT**

The Tenderer shall provide the details of major items of equipment that will be available and which will be assigned to the Contract. **This information will be used to assess resource capacity of the contractor but no points will be awarded.**

DETAILED DESCRIPTION OF THE EQUIPMENT	CAPACITY	NO	MAKE AND TYPE	OWNED BY CONTRACTOR	TO BE PURCHASED BY CONTRACTOR	TO BE HIRED BY CONTRACTOR	TO BE SOURCED BY OTHER MEANS (STATE MEANS)

Number of sheets, appended by the Tenderer, comprising this Schedule: ..... (if nil, enter Nil)

SIGNATURE: .....

DATE: .....

(of person authorised to sign on behalf of the Tenderer)

**B9: TENDER SECURITY**

To be provided to:

The Chief Executive

TCTA

1st Floor, Building No. 9,  
Byls Bridge Office Park,  
11 Byls Bridge Boulevard,  
Highveld

Whereas .....

(hereinafter called "the Tenderer")

The Tenderer proposes to submit to TCTA a tender (hereinafter called "the Tender") for TENDER NO 66/2021/PMID/HERITAGE/RFB: **APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF BERG WATER PROJECT HERITAGE DISPLAY** and works associated therewith (hereinafter called "the Works") in accordance with Tender Documents;

We, the undersigned

..... and .....  
(Name 1) (Name 2)

acting herein in our respective capacities as

..... and .....  
(Position 1) (Position 2)

of .....  
(Institution)

(hereinafter called "the Bank")

and being duly authorised to sign and incur obligations in the name of the Bank under and in terms of a Resolution of the Board of Directors of the Bank, a notarised certified copy of which is annexed hereto, hereby irrevocably and unconditionally guarantee and undertake on behalf of the Bank that:

• **The Bank will:**

- 1.1 pay to TCTA within 28 days of receipt of TCTA's first written demand and without proof of any breach of the Tender conditions by the Tenderer an amount not exceeding the sum of R 1 000 000-00 (One million Rand);
- 1.2 make such payment to TCTA at an address designated by TCTA for this purpose.
2. If the Tender is:
  - 2.1 accepted by TCTA within 180 days from the date fixed for the receipt of the Tender or within such extended duration as may be agreed in writing between the Tenderer, the Bank and TCTA, and the Tenderer has provided Performance Security in accordance with its undertaking in Clause 4.2 of the Conditions of Contract respectively, or

- 2.2 not accepted by TCTA within 180 days from the date fixed for the receipt of the Tender or within such extended duration as may be agreed in writing between the Tenderer, the Bank and TCTA, or
- 2.3 if before the expiration of that period of 180 days or such extended duration, a tender from another person for the execution of the works is accepted by TCTA, then this Guarantee shall expire.
3. The demand for payment together with this guarantee shall constitute conclusive proof of the Bank's indebtedness hereunder for the purposes of any proceedings including but not limited to provisional sentence proceedings instituted against the Bank in any Court of Law having jurisdiction.
4. Neither the failure of TCTA to enforce strict or substantial compliance by the Tenderer with his obligations nor any act, conduct, or omission by TCTA will discharge the Bank from any liability under this guarantee.
5. The guarantee shall:
  - 5.1 exist independently of any contract (or any amendment, variation or novation thereof) between the Tenderer and TCTA.
  - 5.2 be returned to the Tenderer on expiry.
  - 5.3 not be ceded or assigned by TCTA, or otherwise dealt with in any manner whatsoever which has or may have the effect of transferring or encumbering or alienating TCTA's rights hereunder.
  - 5.4 be deemed to have been made in South Africa and to be governed and construed by and in accordance with the laws of South Africa to the jurisdiction of whose Court the Bank irrevocably submits itself. The submission to such jurisdiction shall not (and shall not be construed to) limit the right of TCTA to take proceedings against the Bank in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions against the Bank preclude the taking of proceedings against the Bank in any other jurisdiction whether concurrently or not.
6. The Bank having no presence within the jurisdiction of the South Africa Court hereby agrees that service on its correspondent bank ..... (insert name of bank at an address in South Africa) shall constitute effective service on the Bank.

SIGNED ON THIS ..... DAY OF .....

AT .....

(Place)

.....  
(Signature 1)

and .....  
(Signature 2)

**AS WITNESSES:**



1. ....
2. ....

Attachment: Resolution of Board of Directors (Certified Copy)

**B9: ACCESS FORM****ACCESS FORM**

I hereby request for a pin code to access TCTA premises for the submission of the abovementioned bid.

<b>BID NUMBER</b>	
<b>BID DESCRIPTION:</b>	
<b>BID CLOSING DATE</b>	
<b>BID CLOSING TIME:</b>	
<b>NAME OF BIDDER</b>	
<b>FULL NAME &amp; SURNAME OF BIDDER'S REPRESENTATIVE</b>	
<b>ID NUMBER OF BIDDER'S REPRESENTATIVE:</b>	

---

**SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE**

**DATE:**

**PART C1: AGREEMENT AND CONTRACT DATA**

C1.1 FORM OF TENDER

C1.2 CONTRACT DATA



## C.1.1 FORM OF TENDER

### 1.1.1 Tenderer's Details

Name			
Legal entity of above		Contact person	
Business registration number		Telephone number	
VAT		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

### 1.1.2 Acceptance of Tender Conditions

By submission of this tender to the **employer** the tenderer offers and agrees to execute and complete the **works** and to remedy any **defects** in conformity with the specification for the tender amount stated.

The tender shall remain in full legal force for forty-five (45) calendar days from the closing date of the tender. The tenderer accepts liability for loss or damages that may be suffered by the employer should the tender validity period not be honoured.

The lowest or any tender will not necessarily be accepted by the employer nor will reasons be given for such a decision.

### 1.1.3 Tender amount compilation

			Amount
Tenderer's work excluding <b>tax</b>			
<b>Tax</b>	15.00	%	
Total tender amount including <b>tax</b>			
Total tender amount including <b>tax</b> , in words			

Signature	Tenderer who by signature hereto warrants authority		Place		
Name		Capacity		Date	

Signature	Witness	Place		
Name			Date	

#### **1.1.4 Tender qualifications**

**C.1.2 CONTRACT DATA****1.2.1 Project Information****1.2.1.1 Works [1.1]**

Project name	Skuifraam Shelter
Reference number	
Works description	<ul style="list-style-type: none"> <li>The construction of a curved canopy on a steel structure over the archaeological site known as 'Skuifraam Ruin 1'. Construction of stone walls and paths</li> <li>The supply and installation of steel frames for 14 story boards along a pathway from the dam wall down to the archaeological ruins, Skuifraam 1 and a sister archaeological site known as 'Skuifraam 2'.</li> </ul>

**1.2.1.2 Site [1.1]**

Erf / stand number	Skuifraam Farm 11149 & 1629
Township / Suburb	Franschhoek
Site address	Below the Berg River Dam wall and accessed off the R301
Local authority	Stellenbosch Municipality

**1.2.1.3 Employer [1.1]**

Name	TCTA		
Legal entity of above		Contact person	Nompumelelo Msezane
Business registration number		Telephone number	+27 12 683 1239
VAT	4360104923	Mobile number	
Country	South Africa	E-mail	nmsezane@tcta.co.za
Postal address			
		Postal code	
Physical address	1st Floor, Building No. 9, Byls Bridge Office Park, 11 Byls Bridge Boulevard, Highveld		
		Postal code	0157

**1.2.1.4 Principal agent [1.1]**

Name	David Elston and Associates		
Legal entity of above		Contact person	David Elston
Practice number		Telephone number	
		Mobile number	082 565 7416
Country	South Africa	E-mail	david.elston@dea.co.za
Postal address			
		Postal code	
Physical address	4 Lovers Walk, Rondebosch		
		Postal code	7700

## 1.2.1.5 Agent [1.1; 6.2]

Discipline

Archaeologist

Name	Cape Archaeological Survey (CAS) Projects		
Legal entity of above		Contact person Mary Patrick	
Practice number		Telephone number	
		Mobile number	+44 74 841 17420
Country	South Africa	E-mail mary@casprojects.co.za	
Postal address		Postal code	
Physical address	5 Cornwall Place, Wynberg		
		Postal code	7800

## 1.2.1.6 Agent [1.1; 6.2]

Discipline

Structural and Civil Engineer

Name	David Elston and Associates		
Legal entity of above		Contact person David Elston	
Practice number		Telephone number	
		Mobile number	+27 82 565 7416
Country	South Africa	E-mail david.elston@dea.co.za	
Postal address		Postal code	
Physical address	4 Lovers Walk, Rondebosch		
		Postal code	7700

## 1.2.1.7 Agent [1.1; 6.2]

Name	Ann Roese Quantity Surveyors		
Legal entity of above	Sole Proprietor	Contact person Ann Roese	
Practice number	SACQSP 2320	Telephone number	+27 21 447 2710
		Mobile number	+27 83 402 3007
Country	South Africa	E-mail ann@ars.co.za	
Postal address	-	Postal code	
Physical address	7 Milner Road, Observatory Quantity Surveyor		
		Postal code	7925

## 1.2.1.8 Agent [1.1; 6.2]

Discipline

Heritage Architect

	ARCON Architectural and Heritage Consultants		
Legal entity of above		Contact person Graham Jacobs	
Practice number		Telephone number	+27 22 492 3329
		Mobile number	
Country	South Africa	E-mail arcon@megaserve.co.za	
Postal address		Postal code	
Physical address	8 Fontein Street, Darling		
		Postal code	7345

## 1.2.1.9 Agent [1.1; 6.2]

Discipline

Landscape Architect

Name	Terra Landscape Architects		
Legal entity of above		Contact person	David Gibbs
Practice number		Telephone number	+27 762 3370
		Mobile number	
Country		E-mail	david@davidgibbs.co.za
Postal address		Postal code	
Physical address	5 Saint Catherine Road, Pumstead		
		Postal code	7800

## 1.2.2 Contract Information

### 1.2.2.1 Definitions [1.1]

<b>Bills of quantities:</b> System/Method of measurement	ASAQS Standard System of Measuring Building Work 7th Edition 2017
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### 1.2.2.2 Law, regulations and notices [2.0]

<b>Law</b> applicable to the <b>works</b> , state country [2.1]	South Africa
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### 1.2.2.3 Offer and acceptance [3.0]

Currency applicable to this <b>agreement</b> [3.2]	South African Rands
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### 1.2.2.4 Documents [5.0]

The original signed <b>agreement</b> is to be held by the <b>principal agent</b> [5.2], if not, indicate by whom	TCTA - Client
Number of copies of <b>construction information</b> issued to the <b>contractor</b> at no cost [5.6]	3

Documents comprising the <b>agreement</b>	Page numbers
The <b>JBCC</b> ® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The <b>JBCC</b> ® Principal Building Agreement - Contract Data, Edition 6.2 May 2018	1 to 14
The <b>JBCC</b> ® General Preliminaries for use with the <b>JBCC</b> ® Principal Building Agreement, Edition 6.2 May 2018	1 to 7

<b>Contract drawings</b> – description	Number	Revision	Date
David Elston & Associates CAS1-02			
Layout Plan	AP100	A	
Roof Plan	AP101	A	
Elevations	AP102	A	
Bases and Columns	AP103	A	
Column and Roof	AP104	C	
Bending Schedules	AP106	A	
Curved Roof Beams	AP107	A	
Arcon Architecture and Heritage Consultants - Franschberg			
Location and Site Plan	SR/01		
Plans	SR/02		
Elevations	SR/03		
Iso and Side Elevations	SR/04		
Landscape Architect DG SKF-WS3-LSP			
Landscape Context	301	B	
Landscape Site Plan	302		
Planting Plan	303	B	

a)

## 1.2.2.5 Employer's agents [6.0]

Authority is delegated to the following <b>agents</b> to issue <b>contract instructions</b> and perform duties for specific aspects of the <b>works</b> [6.2]
Principal Agent

<b>Principal agent's</b> and <b>agents'</b> interest or involvement in the <b>works</b> other than a professional interest [6.3]
N/A

## 1.2.2.6 Insurances [10.0]

Insurances by <b>employer</b>	Amount including <b>tax</b>	Deductible amount including <b>tax</b>
Contract works insurance:	N/A	
<div> <div></div> <div>New <b>works</b> [10.1.1] (<b>contract sum</b> or amount)</div> </div>		
<div> <div>or</div> <div><b>Works</b> with <b>practical completion</b> in <b>sections</b> [10.2] (<b>contract sum</b> or amount)</div> </div>		
<div> <div>or</div> <div><b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b>)</div> </div>		
<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance		

	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]				
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/no?		If yes, description 1		
Yes/no?		If yes, description 2		

and/or

Insurances by <b>contractor</b>			Amount including <b>tax</b>	Deductible amount including <b>tax</b>
Contract works insurance:			Contract Sum+25	
	New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)			
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount			Contract Sum+25	
Supplementary insurance [10.1.2]			Contract Sum+25	
Public liability insurance [10.1.3]			R10million	
Removal of lateral support insurance [10.1.4]			N/A	
Other insurances [10.1.5]:				
Yes/no?	No	If yes, description 1		
Yes/no?		If yes, description 2		

## 1.2.2.7 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes/no?	No
If yes, description			
Restriction of working hours [12.1.2]		Yes/no?	No
If yes, description			
Natural features and known services to be preserved by the <b>contractor</b> [12.1.3]		Yes/no?	Yes
If yes, description	Ensure that the Skuifraam 1 ruin is boxed in (by the Contractor) for protection and the Skuifraam 2 ruin is secured and cordoned off with site fencing		
Restrictions to the <b>site</b> or areas that the <b>contractor</b> may not occupy [12.1.4]		Yes/no?	Yes
If yes, description	The contractor is to keep both ruins clear of imported elements including construction-related materials and equipment. Refer to Annexure C		
Supply of <b>free issue</b> [12.1.10]		Yes/no?	No
If yes, description			

## 1.2.2.8 Nominated subcontractors [14.0]

Specialisation 1	N/A
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

## 1.2.2.9 Direct contractors [16.0]

Extent of work [12.1.11]	N/A
Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	



## 1.2.2.10 Description of sections [20.1]

<b>Section 1</b>	N/A
<b>Section 2</b>	
<b>Section 3</b>	
<b>Section 4</b>	
<b>Section 5</b>	
<b>Section 6</b>	
<b>Section 7</b>	
<b>Section 8</b>	
<b>Section</b>	Remainder of the <b>works</b>

## 1.2.2.11 Possession of site [12.1.5], practical completion [19.0;20.0] and penalties [24.0]

<b>Practical completion</b> for the <b>works</b> as a whole	Intended date of possession of the <b>site</b> [12.1.5]	Period for inspection by the <b>principal agent</b> [19.3]	Date for <b>practical completion</b> [12.2.7; 24.1]	<b>Penalty</b> [24.1]
	Date	working days	Date	Penalty amount per <b>calendar day</b> excl. <b>TAX</b>
		5		R2,000.00

or where **sections** are applicable

<b>Practical completion</b> of a <b>section</b> of the <b>works</b>	Intended date of possession of a <b>section</b> [12.1.5]	Period for inspection by the <b>principal agent</b> [19.3]	Date for <b>practical completion</b> [12.2.7; 24.1]	<b>Penalty</b> [24.1]
	Date	working days	Date	Penalty amount per <b>calendar day</b> excl. <b>TAX</b>
<b>Section 1</b>				
<b>Section 2</b>				
<b>Section 3</b>				
<b>Section 4</b>				
<b>Section 5</b>				
<b>Section 6</b>				
<b>Section 7</b>				
<b>Section 8</b>				
Remainder of the <b>works</b>				

Criteria to achieve **practical completion** not covered in the definition of **practical completion**

On the morning of the date of Practical Completion, the building will be handed over to the Principal Agent ready for use by the Employer.

The Works shall look at first glance entirely complete and there shall be no work being undertaken at the time, The Works shall be clean and tidy with all services operational.

The Principal Agent will inspect the Works for Practical Completion and will issue a Final Completion List that shall not comprise more than 50 items.

#### 1.2.2.12 Payment [25.0]

Date of month for issue of regular <b>payment certificates</b> [25.2]	27 <sup>th</sup>		
Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	No	
If yes, method to calculate			

#### 1.2.2.13 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	
Applicable rules for adjudication [30.6.2]	
Arbitration [30.7.4; 30.10] Name of nominating body	
Applicable rules for arbitration [30.7.5]	

#### 1.2.2.14 JBCC® General Preliminaries – selections

Provisional bills of quantities [P2.2]	Yes/no?	Yes	
Availability of construction information [P2.3]	Yes/no?	Yes	
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	N/A		
Previous work - <b>defects</b> - details of previous contract(s) [P3.2]	N/A		
Inspection of adjoining properties - details [P3.3]	N/A		
Handover of <b>site</b> in stages - specific requirements [P4.1]	N/A		
Enclosure of the <b>works</b> - specific requirements [P4.2]	Skufraam 2 site must be secured and cordoned off with site fencing by the contractor to avoid damage to the ruin		
Geotechnical and other investigations - specific requirements [P4.3]	N/A		
Existing premises occupied - details [P4.5]	N/A		

Services - known - specific requirements [P4.6]		Water, power, ablutions and telecommunications must all be provided by the contractor as the site is unserviced		
Water [P8.1]	By <b>contractor</b>	Yes/no?	Yes	
	By <b>employer</b>	Yes/no?		
	By <b>employer</b> – metered	Yes/no?		
Electricity [P8.2]	By <b>contractor</b>	Yes/no?	Yes	
	By <b>employer</b>	Yes/no?		
	By <b>employer</b> – metered	Yes/no?		
Ablution and welfare facilities [P8.3]	By <b>contractor</b>	Yes/no?	Yes	
	By <b>employer</b>	Yes/no?		
Communication facilities - specific requirements [P8.4]		Email, fax and landline		
Protection of the <b>works</b> - specific requirements [P11.1]		Skuifraam 1 and 2 ruins will be boxed in by the Contractor. The contractor is to keep both ruins clear - Annexure C - No-Go		
Protection / isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b> - specific requirements [P11.2]		N/A		
Disturbance - specific requirements [P11.5]		All work is to be carried out in such a manner as to cause no unacceptable dust, noise, vibrations, nuisance or inconvenience		
Environmental disturbance - specific requirements [P11.6]		The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution		

#### 1.2.2.15 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this <b>agreement</b>
<p>A Payment reduction shall apply as per Clause 11.4.1 in lieu of a fixed or variable guarantee</p> <p>Clause 11.4.1</p> <p>Hand over the site to the contractor and withhold an amount in interim payment certificates to the contractor until the total amount withheld is equal to tender per cent (10%) of the contract sum. The amount withheld shall be reduced at practical completion to two and a half per cent (2.5%) of the contract sum and to zero per cent (0%) in the final payment certificate</p> <p>Interest shall not apply to the 10% payment reduction</p> <p>Clause 25.10</p> <p>The employer shall pay the contractor the amount certified in an issued payment certificate within twenty eight (28) calendar days of the date for issue of the payment certificate [CD] including default interest and/or compensatory interest</p>

### 1.2.3 Tender Closing

Tender closing date		Time	
Tender submission address			
Tender may be submitted by e-mail	yes/no?	E-mail	

### 1.2.4 Tenderer's Selections

#### 1.2.4.1 Securities [11.0]

**Guarantee for construction:** Select Option A or B ☒

Option A	<b>Guarantee for construction</b> (variable) by <b>contractor</b> [11.1.1]
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Option B	<b>Guarantee for construction</b> (fixed) by <b>contractor</b> [11.1.2]
----------	---

<b>Guarantee for payment by employer</b> [11.5.1; 11.10]	Amount	N/A
--	--------	-----

Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2; 11.3]	Amount	
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#### 1.2.4.2 Contractor's annual holiday periods during the construction period

Year 1 <b>contractor's</b> annual holiday period	start date		end date	
Year 2 <b>contractor's</b> annual holiday period	start date	N/A	end date	N/A
Year 3 <b>contractor's</b> annual holiday period	start date	N/A	end date	N/A

#### 1.2.4.3 Payment of preliminaries [25.0]

##### Contractor's selection

Select Option A or B ☐

Where the **contractor** does not select an option, Option A shall apply

Option A	The <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio.
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Option B	The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the <b>principal agent</b> and adjusted from time to time as may be necessary to take into account the rate of progress of the <b>works</b>
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### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

#### 1.2.4.4 Adjustment of preliminaries [26.9.4]

##### Contractor's selection

Select Option A or B ☐

Where the **contractor** does not select an option, Option A shall apply

##### Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

Option A	An allocation of the <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender
Option B	A detailed breakdown of the <b>preliminaries</b> amounts within fifteen (15) <b>working days</b> of possession of the <b>site</b> . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>programme</b>

##### Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	<p>The <b>preliminaries</b> shall be adjusted in accordance with the allocation of <b>preliminaries</b> amounts provided by the <b>contractor</b>, apportioned to <b>sections</b> where completion in <b>sections</b> is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b>. Both the <b>contract sum</b> and the <b>contract value</b> shall exclude the amount of <b>preliminaries</b>, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p>
Option B	<p>The adjustment of <b>preliminaries</b> shall be based on the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the <b>preliminaries</b> for the period of construction during which the delay occurred</p>

**Failure to provide particulars within the period stated**

Option A	<p>Where the allocation of <b>preliminaries</b> amounts for Option A is not provided, the following allocation of <b>preliminaries</b> amounts shall apply:</p> <p>Fixed - Ten per cent (10%)</p> <p>Value-related - Fifteen per cent (15%)</p> <p>Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the <b>preliminaries</b> per <b>section</b> is not provided, the categorised amounts shall be prorated to the cost of each <b>section</b> within the <b>contract sum</b> as determined by the <b>principal agent</b></p>
Option B	<p>Where the detailed breakdown of <b>preliminaries</b> amounts for Option B is not provided, Option A shall apply</p>

**Lump sum contract**

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

**1.3: AGREEMENT AND FORMS**

1.3.1	AGREEMENT .....	C1.27
1.3.2	AGREEMENT IN TERMS OF THE OHS Act 1993 (ACT 85 OF 1993) .....	C1.24
1.3.3	PERFORMANCE SECURITY .....	C1.29
1.3.4	RETENTION MONEY GUARANTEE .....	C1.32
1.3.5	DISPUTE ADJUDICATION AGREEMENT .....	C1.34

### 1.3.1 AGREEMENT

The **agreement** comprises the entire contract between the **parties**. No representations, terms, conditions or warranties not contained in this **agreement** shall be binding on the **parties**. No agreement or addendum varying, adding to, deleting or terminating this **agreement** including this clause shall be effective unless reduced to writing and signed by the duly authorised representatives of the **parties**

The contracting **parties**

The parties	Employer	Contractor
Business name	TCTA	Unknown
Business type		
Business registration		
Tax number (VAT)	4360104923	
Contact person	Nompumelelo Msezane	
Telephone	+27 12 683 1239	
Mobile number		
E-mail	nmsezane@tcta.co.za	
Address: Building name	1st Floor, Building No. 9, Byls Bridge Office Park,	
Address: Street	11 Byls Bridge Boulevard	
Address: Suburb	Highveld	
Address: City	Centurion	
Address: P O Box		
Address: Post Office		
Address: Province	Gauteng	
Address: Country	South Africa	
Project name	Skuifraam Shelter	
Project location	Berg River Dam, Franschhoek	
Currency	South African Rands	
Accepted <b>contract sum</b> including <b>tax</b>		
Accepted <b>contract sum</b> including <b>tax</b> in words		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of witness		



### 1.3.2 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993

#### AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)

THIS AGREEMENT is made between **TRANS-CALEDON TUNNEL AUTHORITY (TCTA)** (hereinafter called the **employer**) of the one part, herein represented by:

in his capacity as: . . . . . ;

AND:

(hereinafter called the **contractor**) of the other part, herein represented by

in his capacity as: . . . . .

duly authorised to sign on behalf of the **contractor**.

**WHEREAS** the CONTRACTOR is the Mandatary of the **employer** in consequence of an agreement between the CONTRACTOR and the **employer** in respect of

**CONTRACT NO. 66/2021/PMID/HERITAGE/RFB: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF BERG WATER PROJECT HERITAGE DISPLAY** for the construction and completion of the works;

**AND WHEREAS** the **employer** and the **contractor** have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended by OHSA Amendment Act, 1993 (Act 181 of 1993) (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The **contractor** undertakes to acquaint the appropriate officials and employees of the **contractor** with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The **contractor** undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and its regulations. Provided that the **employer** has prescribed certain arrangements and procedures, the same shall be observed and adhered to by the **contractor**, his officials and employees. The **contractor** shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
2. The **contractor** hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the **contractor** expressly absolves the **employer** and the **employer's principal agent** from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The **contractor** agrees that any duly authorised officials of the **employer** shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the **contractor** has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the **contractor**, or to take such steps it may deem necessary to remedy the default of the **contractor** at the cost of the **contractor**.

5. The **contractor** shall be obliged to report forthwith to the **employer** any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and its regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **contractor**

on this the ..... day of ..... 20 .....

SIGNATURE : .....

NAME AND SURNAME : .....

CAPACITY : .....

WITNESSES 1. : .....

WITNESSES 2. : .....

Thus signed at ..... for and on behalf of the **employer**

on this the ..... day of ..... 20 .....

SIGNATURE : .....

NAME AND SURNAME : .....

CAPACITY : .....

WITNESSES 1. : .....

WITNESSES 2. : .....

### 1.3.3 PERFORMANCE SECURITY

#### TCTA

#### CONTRACT NO. 66/2021/PMID/HERITAGE/RFB: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF BERG WATER PROJECT HERITAGE DISPLAY

#### PERFORMANCE SECURITY – DEMAND GUARANTEE

To be provided to:

The Chief Executive Officer

1st Floor, Building No. 9,  
Byls Bridge Office Park,  
11 Byls Bridge Boulevard,  
Highveld

PERFORMANCE SECURITY No. ....

WHEREAS the TCTA has awarded **CONTRACT NO. 66/2021/PMID/HERITAGE/RFB: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF BERG WATER PROJECT HERITAGE DISPLAY** to:

.....

(hereinafter called “the **contractor**”)

and whereas under the Contract the sum of

R ..... (in figures)    R ..... (in words)

(The “Guaranteed Amount(s)”) has to be secured in respect of the performance of the Contract by the Contractor.

We, the undersigned

.....

(Name 1)

and

.....

(Name 2)

acting herein in our respective capacities as

..... and .....  
(Position 1) (Position 2)

of .....  
(Institution)(hereinafter called "the Bank")

and being duly authorised to sign and incur obligations in the name of the Bank under and in terms of a Resolution of the Board of Directors of the Bank, a notarised certified copy of which is annexed hereto, hereby irrevocably and unconditionally guarantee and undertake on behalf of the Bank that:

1. The Bank will :
  - 1.1 pay to TCTA within 28 days from receipt of TCTA's first written demand and without proof of any breach of contract by the Contractor other than the certificate specified in **Clause 1.2** below, amounts not exceeding the Guaranteed Amount(s).
  - 1.2 make such payment to TCTA upon receipt by the Bank of a certificate signed by TCTA certifying that the Contractor, in the opinion of TCTA, as at the date of issue of such certificate is in breach of its contractual obligations to TCTA under the Contract.
  - 1.3 make payment in the currency of the Contract of the Guaranteed Amount up to the maximum amount stipulated in the demand.
  - 1.4 make such payment to TCTA at an address within the Republic of South Africa designated by TCTA for this purpose.
2. The demand for payment together with this guarantee shall constitute prima facie proof of the Bank's indebtedness hereunder for the purposes of any proceedings including but not limited to provisional sentence proceedings instituted against the Bank in any court of law having jurisdiction.
3. Neither the failure of TCTA to enforce strict or substantial compliance by the Contractor with his obligations nor any act, conduct, or omission by TCTA will discharge the Bank from liability under this guarantee.
4. The guarantee shall:
  - 4.1 remain in full force and effect from the date hereof, and shall expire upon the issue by the Employer's Representative of the Performance Certificate in terms of the Contract.
  - 4.2 exist independently of the Contract or any amendment, variation or novation thereof.
  - 4.3 are returned to the Contractor on expiration according to Clause 4.1 above.
  - 4.4 not be ceded or assigned by TCTA, or otherwise dealt with in any manner whatsoever which has or may have the effect of transferring or encumbering or alienating TCTA's rights hereunder.

- 4.5 be deemed to have been made in the Republic of South Africa and to be governed and construed by and in accordance with the laws of the Republic of South Africa to the jurisdiction of whose Court the Bank irrevocably submits itself. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Employer to take proceedings against the Bank in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions against the Bank preclude the taking of proceedings against the Bank in any other jurisdiction whether concurrently or not.

SIGNED ON THIS ..... DAY OF ..... 20 .....

AT .....

(Place)

..... and .....

(Signature 1)

(Signature 2)

AS WITNESSES:

1. ....

2. ....

Attachment: Resolution of Board of Directors (Certified Copy)

### 1.3.4 RETENTION MONEY GUARANTEE

TCTA

66/2021/PMID/HERITAGE/RFB:

#### APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF BERG WATER PROJECT HERITAGE DISPLAY

#### RETENTION MONEY GUARANTEE

To be provided to:

The Chief Executive Officer

TCTA

1st Floor, Building No. 9,  
Byls Bridge Office Park,  
11 Byls Bridge Boulevard,  
Highveld

(whom the Contract defines as the **employer**).

We have been informed that . . . . . (hereinafter called the "Principal") is your **contractor** under such Contract and wishes to receive early payment of [part of] the retention money, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we (*name of bank*) . . . . . hereby irrevocably undertake to pay you, the Beneficiary/**employer**, any sum or sums not exceeding in total the amount of . . . . . (the "guaranteed amount", say: . . . . . ) upon receipt by us of your demand in writing and your written statement stating:

- (a) that the Principal has failed to carry out his obligation(s) to rectify certain defect(s) for which he is responsible under the Contract, and
- (b) the nature of such defect(s).

At any time, our liability under this guarantee shall not exceed the total amount of retention money released to the Principal by you, as evidenced by your notices issued under Sub-Clause 11.3 of the Conditions of the Contract with a copy being passed to us.

Any demand for payment must contain your signature(s), which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (*the date 30 days after the expected expiry of the Defects Notification Period for the Works*) . . . . . (The "expiry date"), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the performance certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by the laws of the Republic of South Africa and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date ..... Signature(s) .....

### 1.3.5 DISPUTE ADJUDICATION AGREEMENT

TCTA

66/2021/PMID/HERITAGE/RFB:

**APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF BERG WATER PROJECT  
HERITAGE DISPLAY**

**DISPUTE ADJUDICATION AGREEMENT**

Identification of Project:

.....

(the "Project")

Name and address of the **employer**:

.....

(the "Employer")

Name and address of **contractor**:

.....

(the "**contractor**")

Name and address of adjudicator:

.....

(the "adjudicator")

Whereas the **employer** and the **contractor** have entered into a contract ("the Contract") for the execution of the Project and wish to appoint the adjudicator to act as adjudicator in accordance with the Rules for Adjudication ["the Rules"].

The **employer**, **contractor** and adjudicator agree as follows:

1. The Rules and the dispute provisions of the Contract shall form part of this Agreement.



2. The Adjudicator shall be paid:  
A retainer fee of ..... per calendar month  
(where applicable)  
A daily fee of .....  
Expenses (including the cost of telephone calls, courier charges, faxes and telexes incurred in connection with his duties; all reasonable and necessary travel expenses, hotel accommodation and subsistence and other direct travel expenses).  
Receipts will be required for all expenses.
3. The adjudicator agrees to act as adjudicator in accordance with the Rules and has disclosed to the Parties any previous or existing relationship with the Parties or others concerned with the Project.
4. This agreement shall be governed by the law of .....
5. The language of this agreement shall be .....

SIGNED BY .....

for and on behalf of the **employer** in the presence of

Witness : .....

Name : .....

Address : .....

Date : .....

SIGNED BY .....

for and on behalf of the **contractor** in the presence of

Witness : .....

Name : .....

Address : .....

Date : .....

SIGNED BY .....

for and on behalf of the adjudicator in the presence of

Witness : .....

Name : .....

Address : .....

Date : .....

## **C.2.1 PRICING ASSUMPTIONS**

### **2.1.1 General**

- 3.1.1.1 Supplementary preambles and/or specifications are incorporated in the bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles.
- 3.1.1.2 The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications.

### **3.1.2 Pricing of bills of quantities**

- 2.1.2.1 The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities
- 2.1.2.2 Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained.
- 2.1.2.3 Prices for all construction equipment, temporary works, services and other items shall include the supply, maintenance, operating cost and subsequent removal and making good as necessary.

### **2.1.3 Pricing of Preliminaries**

- 2.1.3.1 Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

**C.2.2. PRICING SCHEDULES / BILLS OF QUANTITIES**

### **C. 3: SCOPE OF WORK**

#### **3.1 Detailed Description of the Works**

The contractor duties are to construct the heritage display in line with the provided design, attend meetings and provide reports on an agreed schedule. Skuifraam 1 archaeological site will be boxed in by the Contractor prior to the commencement of this project and Skuifraam 2 site must be secured and cordoned off by the contractor with site fencing to avoid damage to the ruin fabric. The contractor is to keep both ruins clear of imported elements including construction-related materials and equipment. The Scope of Work entails:

- Construction of a freestanding polycarbonate canopy (footprint extent: 31,2m x 15,6m) supported on a steel structure on reinforced concrete footings and stub columns with freestanding steel reinforced stone gabion back wall (33,38m long x 1m thick).
- Construction of a 160mm thick cement stabilised crusher dust path between locally sourced sandstone edging set in concrete, all on geofabric weed mat on compacted 100mm thick G7 sub-base – nominally 150m long x 1,5m to 3m wide linking the parking with Skuifraam Ruin 1
- Construction of 569m<sup>2</sup> of permeable paving-walkway between the Skuifraam I and Skuifraam 2 archaeological sites and the foot of the gabion wall;
- Construction of 14 stone gabion display board plinths including galvanized steel frames for mounting of 14 interpretative boards (supplied by others) of which 12 are 600 x 1200mm in size and 2 are 841 x 1189mm in size to be located along the pathway
- Way finding signage and soft landscaping

## **C. 4: SITE INFORMATION**

### **TABLE OF CONTENTS – PART C4: SITE DATA AND OTHER DOCUMENTATION**

- 4.1 THE SITE**
- 4.2 OTHER DOCUMENTATION**
  - 4.2.1 ENVIRONMENTAL MANAGEMENT PROGRAMME**
  - 4.2.2 HERITAGE WESTERN CAPE PERMIT**
  - 4.2.3 DRAWINGS**

**4.1 THE SITE [1.1]**

Erf / stand number	Skuifraam Farm 11149 & 1629
Township / Suburb	Franschhoek
<b>Site</b> address	Below the Berg River Dam wall and accessed off the R301
Local authority	Stellenbosch Municipality

## **4.2 OTHER DOCUMENTATION**

### **4.2.1 ENVIRONMENTAL MANAGEMENT PROGRAMME**



**4.2.2 HERITAGE WESTERN CAPE PERMIT**

**4.2.3 DRAWINGS**

<b>Drawing Number</b>	<b>Type Drawing Description</b>
AP100	Layout Plan
AP101	Roof Plan
AP102	Elevations
AP103	Bases and Columns
AP104	Column and Roof
AP106	Bending Schedules
AP107	Curved Roof Beams
SR/01	Location and Site Plan
SR/02	Plans
SR/03	Elevations
SR/04	Iso and Side Elevations
301	Landscape Context
302	Landscape Site Plan
303	Planting Plan