

# RETURNABLE DOCUMENTS

## **T2.2 LIST OF RETURNABLE DOCUMENTS**

The tenderer must complete the following returnable documents:

### **1. Returnable Schedules required only for tender evaluation purposes**

- A. Record of Addenda to Tender Documents
- B. Proposed amendments and qualifications
- C. Preferencing Schedule: Broad Based Black Economic Empowerment Status
- D. Compulsory Declaration
- E. Municipal declaration and returnable documents
- F. Certificate of Attendance at a Tender Site Meeting
- G. Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)
- H. Registration Certificates of Entities – Joint Ventures/ Close corporations/ partnership/ Company/ Sole Proprietor
- I. Schedule of Tenderer's Experience
- J. Schedule of Key Personnel
- K. Format of Curriculum Vitae (CV)
- L. Schedule of Sub-Contractors
- M. Schedule of plant and equipment
- N. Copy of Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)

### **2. Other documents required only for tender evaluation purposes**

- O. Competence Achievement Schedule
- P. BBBEE Certificate / Sworn affidavit
- Q. Form of Intent to offer a Performance Guarantee
- R. An Original Tax Clearance Certificate issued by the South African Revenue Services

### **3. Other documents that will be incorporated into the contract**

- S. Execution Programme
- T. Contractor's Health and Safety Declaration
- U. Contractor's Safety Plan
- V. Proforma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2014.

## Annexure A: Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

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

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

Tenderer: .....

## Annexure B: Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Signed .....

Date .....

Name .....

Position .....

Tenderer:  
.....  
.....

## Annexure C: Preferencing schedule: Broad Based Black Economic Empowerment Status

### Preamble

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

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

### 1 Conditions associated with the granting of preferences

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

### 2 Sufficient evidence of qualification

#### 2.1 Exempted micro enterprises

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

- a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity's last financial year or a 12-month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.
- a sworn affidavit - B-BBEE Exempted Micro Enterprise (see [www.thedti.gov.za/gazettes/Affidavit\\_EME.pdf](http://www.thedti.gov.za/gazettes/Affidavit_EME.pdf))

#### 2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see [www.thedti.gov.za/gazettes/BBEE\\_QUALIFYING\\_SMALL\\_ENTERPRISE.pdf](http://www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf))

### 3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	% max points for preference
Form not completed or no-complaint contributor	0
Level 8 contributor	2
Level 7 contributor	4
Level 6 contributor	6
Level 5 contributor	8
Level 4 contributor	12
Level 3 contributor	14
Level 2 or contributor	18
Level 1 contributor	20

#### 4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code *(tick applicable box)*
  - ☐ Generic code of good practice
  - ☐ Other – specify . . . . .
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

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

Signature: .....

Name: .....

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

Telephone: .....

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

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

- Note:**
- 1) Failure to complete the declaration will lead to the rejection of a claim for a preference
  - 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

## Annexure D: Compulsory Declaration

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

### Section 1: Enterprise Details

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

### Section 2: Particulars of companies and close corporations

<b>Company / Close Corporation registration number</b>	
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### Section 3: SARS Information

<b>Tax reference number</b>	
<b>VAT registration number:</b>	<i>State Not Registered if not registered for VAT</i>

### Section 4: CIDB registration number

<b>CIDB Registration number (if applicable)</b>	
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### Section 5: National Treasury Central Supplier Database

<b>Supplier number</b>	
<b>Unique registration reference number</b>	

### Section 6: Particulars of principals

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

Full name of principal	Identity number	Personal tax reference number
Attach separate page if necessary		

### Section 7: Record in the service of the state

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

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

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

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

\*insert separate page if necessary

### Section 8: Record of family member in the service of the state

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

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

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

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

\*insert separate page if necessary



### Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes                      No (Tick appropriate box)

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

### Section 10: Declaration

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

- i) neither the name of the tendering entity or any of its principals appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

Enterprise name

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

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed

in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public

Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

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

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

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

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

## Annexure E: Municipal declaration and returnable documents

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) consultancy services are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

### Section 1: Enterprise Details

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

### Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g, quantity surveying	Service similar to required service (yes / no)?

Attach separate page as necessary

### Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) (tick one of the boxes):

- ☐ the enterprise **is not** required by law to prepare annual financial statements for auditing
- ☐ the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years.

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (*i.e.: all municipal accounts are paid up to date*);

3) source of goods and / or services:

(*tick one of the boxes and insert percentages if applicable*):

☐ goods and / or services are sourced only from within the Republic of South Africa

☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is . %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed

\_\_\_\_\_

Date

\_\_\_\_\_

Name

\_\_\_\_\_

Position

\_\_\_\_\_

Enterprise name

\_\_\_\_\_

## Annexure F: Certificate of Attendance at a tender site meeting

This is to certify that (*Tenderer*)

.....

Of (*address*).....

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at **Municipal Fleet Centre / Workshop (5 Eind Street Groblersdal 0470)**.

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

### Particulars of person(s) attending the meeting:

1.Name: .....

Signature: .....

Capacity: .....

2. Name: .....

Signature: .....

Capacity: .....

**Annexure G: Certificate of Authority of Joint Ventures/ Close corporations/  
Partnership/ Company/ Sole proprietor (Certified Copies of the  
Identity Documents in the Case of sole proprietor)**

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

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

**(I) Certificate for Company**

I, ....., chairperson of the Board of Directors of  
....., hereby confirm that by resolution of the Board (copy  
attached) taken on ..... 20....., Mr./Ms. ...., acting in the capacity  
of

....., was authorized to sign all documents in connection with the  
tender for Bid No. 95/2017 and any contract resulting from it on behalf of the company.

**Chairman:** .....

**As Witnesses:** 1.....

2.....

**Date:** .....

**(II) Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
..... hereby authorize Mr./Ms. ...., acting in the capacity of  
....., to sign all documents in connection with  
the tender for Bid No. 95/2017 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**(II) Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as,  
....., hereby authorize Mr./Ms. ....,  
acting in the capacity of ....., to sign all documents in connection with the  
tender for Bid No. 95/2017 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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



**(IV) Certificate for Joint Venture**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr./Ms. . . .  
....., authorised signatory of the company .....  
....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

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

**(V) Certificate for Sole Proprietor**

I, ....., hereby confirm that I am the sole owner of the Business  
trading as .....

**Signature** of Sole owner: .....

As Witnesses:

Date:

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

## **Annexure H: Registration Certificate of an Entity**

***[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships, and ID documents for Sole Proprietors, must be attached here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included]***

## Annexure I: Schedule of the Tenderer's Experience

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer:  
.....  
\_\_\_\_\_

## Annexure J: Schedule Key Personnel

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc.						
Artisans and other Skilled workers						
Plant Operators						
Unskilled Workers						
Others: ..... ..... ..... .....						

Signed .....

Date .....

Name .....

Position .....

Tenderer: .....

## Annexure K: Format of Curriculum Vitae of Key Personnel

## Project Manager

[illegible]**Certification:**

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

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

.....  
Date

## Annexure K: Format of Curriculum Vitae of Key Personnel

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

**Site Agent**[illegible]**Certification:**

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

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

.....  
Date

## Annexure K: Format of Curriculum Vitae of Key Personnel

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

### Safety Officer

[illegible]

**Certification:**

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

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

.....  
Date

## Annexure L: Schedule of Proposed Subcontractors

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

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

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

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor.</b>

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_



## Annexure M: Schedule of Plant and Equipment

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## **Annexure N: Proof of Workmen's Compensation Registration Certificate**

**The Tenderer must attach hereto proof of compliance with the relevant requirements of the compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) OR proof of payment of contributions in terms of the Compensation for Occupational injuries and Diseases Act No.130 of 1993.**

## Annexure O: Competence Achievement Schedules

Functionality Points will be spread as follows (100 points maximum):

### **TABLE A1: COMPANY EXPERIENCE**

Evaluation shall be based on the largest projects executed in the past five years. Only experience from the tendering entity, and not by staff members, shall be considered.

#### **Company Experience in road construction– 50 points**

- i) Evaluation shall be based on the five largest projects executed in the past five years. Only experience from the tendering entity, and not by staff members, shall be taken into account.

#### **Relevant Overall Experience of Company – 50 points**

Company Experience	Returnable schedule Ref	Points
<p>A) Provide the names of two (2) current/recent contactable references for <b>each category</b> that the bidder has tendered for. The information provided include:</p> <p>Customer company name contact person address phone number contract value duration of contract brief description of the services provided</p> <p><b>Attach five (5) appointment letters and completion certificates</b></p>	Annexure O: Competence Achievement Schedules	<b>50</b>

## **TABLE A2: FINANCIAL REFERENCES**

This will be assessed against Bank ratings as follows (If a bank letter is submitted, it should be specific to this project and not older than 30 days):

### **Mandatory audited financial statements**

<b>FINANCIAL REFERENCE</b>	<b>Returnable schedule Ref</b>	<b>Bank Rating</b>	<b>Score</b>
<b>Very Good – indisputable for enquiries</b>	<b>TABLE A2: FINANCIAL REFERENCES</b>	<b>A</b>	<b>10</b>
<b>Good – Good for the amount of work</b>		<b>B</b>	<b>10</b>
<b>Adequate – Good for the amount strictly in accordance with business</b>		<b>C</b>	<b>10</b>
<b>Poor – Reasonable business risk (additional motivation will be required prior appointment)</b>		<b>D</b>	<b>5</b>
<b>Inadequate and risky</b>		<b>E</b>	<b>3</b>

Ability of the contractor to finance working capital requirements before the first claim is paid by the client (The bank letter submitted should not be older than 3 months).

**TABLE A3: CONSTRUCTION TEAM KEY PERSONNEL**

**Construction Team Key Personnel – 20 points**

**i) Project Manager**

**Project Manager** is required to have a N.D Civil Engineering or higher qualification and have 5-10 years construction experience with a minimum of 4 years in road and bridge construction experience in a project managers role, as indicated below:

YEARS EXPERIENCE	3-5	5-6	7-8	>9
POINTS	3	6	8	10

**ii) Contracts Manager/Site Agent**

**Site Agent** is required to have a N.D Civil Engineering or higher qualification and have 3-10 years construction experience with a minimum of 2 years in road and bridge construction experience in a contracts managers role, as indicated below

YEARS EXPERIENCE	1-3	3-5	5-8	>9
POINTS	1	3	5	7

**iii) Safety Officer**

**Safety officer** on permanent/contract basis, with a Safety Management or Environmental Health Certificate or Equivalent qualification or related qualification with experience in road projects of not less than two (2) years. Points will be allocated on a pro-rata basis for experience between 2 to 6 years, as indicated below:

YEARS EXPERIENCE	0-3	>4
POINTS	2	3

**TABLE A4: PLANT AND EQUIPMENT**

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	1 x Excavator	5		
2	1 x Grader	5		
3	1 x Roller	2		
4	1 x water Tanker	2		
5	1 x TLB	1		
6	5 x Tipper Truck (10cm <sup>3</sup> )	1 point each (maxi 5)		
	<b>SUB-TOTAL: Plant and Equipment</b>	<b>20</b>		

**SUMMARY OF THE COMPETENCE ACHIEVEMENT SCHEDULE (FUNCTIONALITY)**

		<b>MAXIMUM POINTS TO BE ALLOCATED</b>	<b>POINTS CLAIMED BY TENDERER</b>	<b>ALLOCATED POINTS</b>
1	Company Experience	50		
2	Financial References	10		
3	Construction Team Key Personnel	20		
4	Plant and Equipment	20		
	<b>SUB-TOTAL:</b>	<b>100</b>		

**Annexure P: BBBEE Certificate / Sworn Affidavit**

*[BBBEE Certificate / Sworn Affidavit to be attached here]*



## Annexure Q: Form of Intent to Provide a Performance Guarantee

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

### PRO-FORMA FOR A PERFORMANCE GUARANTEE

#### PERFORMANCE GUARANTEE

**Employer:** (Name and Address) .....

.....

**Bid No:** .....

(Contract title) .....

#### WHEREAS

.....

(hereinafter referred to as "the Employer") entered into, a Contract with

.....  
.

(hereinafter called "the Contactor") on the .....day of .....  
20...  
for the construction of (Contract Title)

.....  
.

at

.....

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS ..... (hereinafter referred to as "the Guarantor") Has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE,

.....

Do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor. However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of

.....  
.

..... (in words)

R ..... (in figures)

(10 % of the tender sum) which amount I/we agree to hold at your disposal.

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

7. I/We hereby choose our address for the serving of all notices for all purposes arising here from as

.....

.....

IN WITNESS WHEREOF this guarantee has been executed by us at .....

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

As witnesses:

1. .... Signature .....

2. .... Signature .....

Duly authorized to sign on behalf of (*Guarantor*) .....

Address .....

.....

.....

## Annexure R: Tax Clearance Certificate

***Tax Clearance Certificate obtained from SARS to be inserted here.***

### IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

#### **Tax clearance certificate**

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."
2. Before entering into a contract with a successful Tenderer, the Employer will confirm with the CIDB that the Tenderer's registration is active and the expiry date of the tax certificate
3. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 12 months from date of issue. **This Tax Clearance Certificate must be submitted in the original with the tender before the closing time and date of the tender.**

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

**Failure to submit an original and valid Tax Clearance Certificate ISSUED BY SARS WITH YOUR BID DOCUMENT AT THE TIME OF CLOSING will invalidate the tender.**

**APPLICATION FORM FOR TAX CLEARANCE CERTIFICATE]**  
**(IN RESPECT OF TENDER)**

1. NAME OF TAXPAYER/TENDERER: .....

2. TRADE NAME: .....

3. IDENTIFICATION No. (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. COMPANY/CLOSE CORPORATION REG No.:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. INCOME TAX REFERENCE No. :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT REGISTRATION No. :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE EMPLOYERS REG No. (if applicable) :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**NB: Copy of the tender request must be attached to this application.**

CONTACT PERSON REQUIRING TAX CLEARANCE CERTIFICATE:

SIGNATURE: .....

NAME: .....

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

ADDRESS : .....

.....

DATE : 200. .... / .... / ....

Please note that the Commissioner for the South African Revenue Service (SARS) will not exercise his discretionary powers in favour of any person with regard to any interest, penalties and/or additional tax leviable due to the late or underpayment of taxes, duties or levies or the rendition of returns by any person.

NAME OF PERSON RESPONSIBLE FOR CONTRACT: .....

(ST 5.1) March 1999

**NB: This is a pro forma application form that has to be submitted to SARS to enable them to issue the required Tax Clearance Certificate. The original and valid Tax Clearance Certificate furnished by the Receiver of Revenue must be submitted with the tender (to be attached to the next page).**

**TAX CLEARANCE CERTIFICATE**

***[Tax Clearance Certificate obtained from SARS to be attached here]***

## Annexure S: Execution Programme

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of the Tender.

PROGRAMME														
ACTIVITY	WEEKS / MONTHS													

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of the Form hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

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

## Annexure T: Contractor's Health and Safety Declaration

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2003.

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

### Declaration by Tenderer

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Materials to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2003, including the cost of the specific items listed in the tables hereafter.

### ***(Tables to be completed by Tenderer)***

TABLE 1: COST OF SAFETY PERSONNEL

PERSONNEL	COSTS AS ALLOWED IN TENDER	NOMINATED PERSON/S
Construction Supervisor		
Construction Safety Officer		
Health and Safety Representatives		
Health and Safety Committee		



TABLE 2: COST OF SAFETY EQUIPMENT

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

4. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
5. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will always be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer and his Agents, visitors, and officials and inspectors of the Department of Labour.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

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

## Annexure U: Contractor's Safety Plan

***[The Tenderer shall submit separately before commencement of the works his Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in T2.1]***

## Annexure V: Proforma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2014

***[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]***

1.

(a) Name and postal address of Contractor:

(b) Name of Contractor's contact person:

Telephone number: .....

2. Contractor's workman's compensation registration number: .....

3. (a) Name and postal address of client:

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

. (b) Name of client's contact person or agent: .....

Telephone number: .....

4. (a) Name and postal address of designer(s) for the project: .....

(b) Name of designer's contact person: .....

Telephone number: .....

5. Name of Contractor's construction supervisor on site appointed in terms of:

Regulation 6(1): ..... Telephone

number: .....

6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2):

.....

7. Exact physical address of the construction site or site office: .....
8. Nature of the construction work: .....
9. Expected commencement date: .....
10. Expected completion date: .....
11. Estimated maximum number of persons on the construction site: .....
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen: .....

SIGNED BY:

CONTRACTOR: .....

DATE: .....

CLIENT: .....

DATE: .....