	<p>VOLUME 2 OF 3</p> <p>JBCC</p> <p>TENDER RETURNABLES</p>	<p>Tender No. RFP206/2023 to RFP209/2023</p> <p>APPOINTMENT OF CONTRACTORS FOR REPAIRS & RENOVATIONS TO CLUSTER ONE TO CLUSTER FOUR SCHOOLS IN KWAZULU NATAL DEPARTMENT OF EDUCATION</p>
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VOLUME 2 OF 3

TENDER RETURNABLES

RETURNABLE DOCUMENT CHECKLIST

&

COMPILATION INSTRUCTIONS

Tenderers are to complete the checklist, by indicating **YES** or **NO** within the Compliance column, to ensure that all information in the Tender Document is read, completed and included in full by the Tenderer.

- 1) All forms must be properly completed and signed as required and the document shall not be taken apart or altered in any way whatsoever.
- 2) With reference to the above, it is however required that:
 - Any attachments and/or supporting documents to be annexed to these Returnables, **must be compiled in a separate file and indexed in the same format as the Returnables Checklist.**
- 3) Returnables with a ~~Strike through~~, are irrelevant to this tender process and do not need to be completed.
- 4) Tenderers must ensure each of the listed Returnables are populated and signed in full.
- 5) All forms must be duly completed in black ink as required.


Name : Signature

Capacity :




The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption.
Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33
Email : dbsa@whistleblowing.co.za
Free Post : Free Post KZN 665 | Musgrave | 4062
SMS : 33490

	<p style="text-align: center;">VOLUME 2 OF 3</p> <p style="text-align: center;">JBCC</p> <p style="text-align: center;">TENDER RETURNABLES</p>	<p>Tender No. RFP206/2023 to RFP209/2023</p> <p>APPOINTMENT OF CONTRACTORS FOR REPAIRS & RENOVATIONS TO CLUSTER ONE TO CLUSTER FOUR SCHOOLS IN KWAZULU NATAL DEPARTMENT OF EDUCATION</p>
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LIST OF RETURNABLES CHECKLIST				
SECTION	VOLUME 2: MAIN INDEX T2.1 - T2.4	PAGE	TENDERER COMPLIED?	
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T2.2	Other forms, certificates and schedules that will be incorporated into the contract	25		
T2.3	Documentation, forms, and schedules required for Tender evaluation purposes	53		
T2.4	Other documentation, forms and schedules required for Tender evaluation purposes	66		
SECTION	SUB-INDEX T2.1	PAGE	TENDERER COMPLIED?	
T2.1.1	Tender Briefing / Site Inspection Attendance Certificate	6		
T2.1.2	Certificate of Authority for Signatory	7		
T2.1.3	Registration Certificates/Agreements/Identity Documents	11		
T2.1.4	Joint Venture/Consortium Disclosure Form	12		
T2.1.5	Tax Compliance Requirements	21		
T2.1.6	Proof of Valid Registration with CIDB	22		
T2.1.7	Proof of Workmen's Compensation Registration	23		
T2.1.8	Proof of Professional Indemnity Insurance	24		
T2.1.9	Declaration of Non-Performance and Termination	25		
SECTION	SUB-INDEX T2.2	PAGE	TENDERER COMPLIED?	
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T2.2.2	Local Employment & Sourcing	29		
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T2.2.5	Bidder's Disclosure	35		
T2.2.6	Declaration of Tenderers past Supply Chain Management Practices	39		
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Name : Signature

Capacity :

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PART T2: RETURNABLE DOCUMENTS


Notes:

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

SECTION	MAIN INDEX T2.1 - T2.4	PAGE	TENDERER COMPLIED?
T2.1	Forms, Certificates and Schedules required for Evaluation of Tender Responsiveness	5	
T2.2	Other forms, certificates and schedules that will be incorporated into the contract	28	
T2.3	Documentation, forms, and schedules required for Tender evaluation purposes	53	
T2.4	Other documentation, forms and schedules required for Tender evaluation purposes	66	

Name : Signature

Capacity :

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RT T2.1: RETURNABLE DOCUMENTS

Notes:


Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- Any returnable that has a ~~Strikethrough~~, is not applicable to this specific tender.

SECTION	SUB-INDEX T2.1	PAGE	TENDERER COMPLIED?
T2.1.1	Tender Briefing / Site Inspection Attendance Certificate	6	
T2.1.2	Certificate of Authority for Signatory	7	
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T2.1.5	Tax Compliance Requirements	21	
T2.1.6	Proof of Valid Registration with CIDB	22	
T2.1.7	Proof of Workmen's Compensation Registration (COIDA)	23	
T2.1.8	Proof of full Agreement Certificate for Modular Building System	24	
T2.1.9	Declaration of Non-Performance and Termination	25	

Name : Signature

Capacity :

	<p style="text-align: center;">VOLUME 2 OF 3</p> <p style="text-align: center;">JBCC</p> <p style="text-align: center;">TENDER RETURNABLES</p>	<p>Tender No. RFP206/2023 to RFP209/2023</p> <p>APPOINTMENT OF CONTRACTORS FOR REPAIRS & RENOVATIONS TO CLUSTER ONE TO CLUSTER FOUR SCHOOLS IN KWAZULU NATAL DEPARTMENT OF EDUCATION</p>
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PART T2.1.1: BRIEFING / SITE INSPECTION ATTENDANCE CERTIFICATE

This is to certify that (Tenderer).....of
Address.....

Telephone number

Fax number

E-mail address

was represented by the person(s) named below at the non- compulsory meeting held for all Tenderers as per this RFP Onsite briefing session register date and time.

I/We hereby acknowledge that I/We visited the site and acquainted ourselves with the conditions likely to influence the work and all aspects that could influence either the cost or the construction of the services prior to determining our rates and prices.

I/We further certify that I/we are satisfied with the description of the work and explanations given at the meeting and that I/We understand perfectly the work to be done, as specified and implied, in the documentation and information provided.

TENDERER'S REPRESENTATIVE(S):

Name : Signature

Capacity :

Name : Signature :


Capacity :

EMPLOYER'S REPRESENTATIVE:

Name : Signature :

Capacity : Date.....

*** Attendance Register may also be used as proof, subject to tenderer not having this Returnable present at brief.**

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PART T2.1.2: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated. Examples are shown below, if tenderer want to create own form.

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors/
Company Secretary 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 **Tender No. RFP206/2023 TO RFP209/2023** and any contract resulting from it, on behalf of the company.


Chairman:, or;

Company Secretary:.....

As Witness: 1.

2.

Date :


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(II) **CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as
.....hereby authorise Mr/Ms.....
acting in the capacity of
to sign all documents in connection with the Tender for **Tender No. RFP206/2023 TO RFP209/2023**
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 directions of the affairs of the Close Corporation as a whole.

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(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key members in the business trading as
.....hereby authorise Mr/Ms.....
acting in the capacity of
to sign all documents in connection with the Tender for **RFP206/2023 TO RFP209/2023** and any
contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
Lead partner			

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

(IV) CERTIFICATE FOR SOLE PROPRIETOR

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


Signature of Sole Owner:

As Witnesses:

1.

2.

Date :

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(V) CERTIFICATE JOINT VENTURE

We, the undersigned, being the key members in the business trading as
.....hereby authorise Mr/Ms.....
acting in the capacity of
to sign all documents in connection with the Tender for **Tender No. RFP206/2023 TO RFP209/2023**
and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature
		Name
		Designation
CIDB Registration No.		
Lead Partner		Signature
		Name
		Designation
CIDB Registration No.		
Lead Partner		Signature
		Name
		Designation
CIDB Registration No.		

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.

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PART T2.1.3: REGISTRATION CERTIFICATES/AGREEMENTS/IDENTITY DOCUMENTS

Attach hereto certified copies of Registration Certificates for Companies and Closed Corporations and certified copies of Identity Documents for Partnerships and Sole proprietors as well as signed Agreements and Powers of Attorney for Joint Venture / Consortium if applicable.

Including relevant Identity Documents and complete disclosure of Shareholding of the tenderer.


Non-submission hereof may deem your tender non-responsive.

I, _____ of _____,
 (Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

 (Signature)

 (Date)

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PART T2.1.4: JOINT VENTURE/CONSORTIUM DISCLOSURE FORM
--


**TO BE COMPLETED ONLY IF TENDER IS SUBMITTED IN A
JOINT VENTURE OR CONSORTIUM**

GENERAL

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

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address.....
.....
- c) Physical address
.....
- d) Telephone
- e) Fax


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2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1. (a)** Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements.....
- 2.2. (a)** Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements.....
- (Continue as required for further non-Affirmable Joint Venture Partners)*

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

- 3.1. (a)** Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements.....
- 3.2. (a)** Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

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3.3. (a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

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

(Continue as required for further Affirmable Joint Venture Partners)

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE


.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

- a) Affirmable Joint Venture Partner ownership percentage(s) %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s)..... %
- c) Affirmable Joint Venture Partner percentages in respect of: *
- (i) Profit and loss sharing.....
- (ii) Initial capital contribution in Rands.....
-
-
- (*Brief descriptions and further particulars should be provided to clarify percentages).
- (iii) Anticipated on-going capital contributions in Rands
-
-
- (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.
-
-
-

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

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

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

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

(a) Joint Venture payment approvals

.....


.....

.....

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

.....

.....

	<p style="text-align: center;">VOLUME 2 OF 3</p> <p style="text-align: center;">JBCC</p> <p style="text-align: center;">TENDER RETURNABLES</p>	<p>Tender No. RFP206/2023 to RFP209/2023</p> <p><i>APPOINTMENT OF CONTRACTORS FOR REPAIRS & RENOVATIONS TO CLUSTER ONE TO CLUSTER FOUR SCHOOLS IN KWAZULU NATAL DEPARTMENT OF EDUCATION</i></p>
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.....

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

.....

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance guarantees

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

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

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management


.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

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

.....

.....

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


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

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

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

10. PERSONNEL

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

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

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

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

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

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


.....

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

.....

.....

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

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.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

.....

.....

.....

.....

.....

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

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

Signature

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

Name

Address

Telephone

Date

Signature


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

Name

Address

Telephone

Date

	<p style="text-align: center;">VOLUME 2 OF 3</p> <p style="text-align: center;">JBCC</p> <p style="text-align: center;">TENDER RETURNABLES</p>	<p>Tender No. RFP206/2023 to RFP209/2023</p> <p>APPOINTMENT OF CONTRACTORS FOR REPAIRS & RENOVATIONS TO CLUSTER ONE TO CLUSTER FOUR SCHOOLS IN KWAZULU NATAL DEPARTMENT OF EDUCATION</p>
---	---	--

Signature

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

Name

Address

Telephone

Date

Signature

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

Name

Address

Telephone

Date

Signature

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

Name

Address

Telephone

Date

Signature


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

Name

Address

Telephone

Date

	<p style="text-align: center;">VOLUME 2 OF 3 JBCC TENDER RETURNABLES</p>	<p>Tender No. RFP206/2023 to RFP209/2023</p> <p>APPOINTMENT OF CONTRACTORS FOR REPAIRS & RENOVATIONS TO CLUSTER ONE TO CLUSTER FOUR SCHOOLS IN KWAZULU NATAL DEPARTMENT OF EDUCATION</p>
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PART T2.1.5: TAX COMPLIANCE REQUIREMENTS

IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE TENDERER MUST BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH THE SOUTH AFRICAN REVENUE SERVICES (SARS) TO MEET THE RESPONDENT'S TAX OBLIGATIONS.

BIDDERS TAX STATUS MUST REMAIN COMPLIANT IN RESPECT TO THE EVALUATION PROCESS THROUGHOUT THE TENDER PROCESS, IN ORDER FOR A BIDDER TO BE EVALUATED.


1. The valid and active Tax Compliance Status Pin issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the valid and active Tax Compliance Status Pin will result in the **invalidation/ disqualification** of the tender submission as per stipulated Responsiveness Evaluation.
2. Valid Tax Compliance is a mandatory requirement for successful bidders post the tender process to be awarded a contract in terms of this tender.
3. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance status will be based on the main Joint Venture Partners status. However, the Tax Compliance status documentation of all the Joint Venture Partners are to be appended to this page. Any tax noncompliance of any party will require a bidder to provide fully compliant tax status for any award to be made.

I, _____ of _____,
 (Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

 (Signature)

 (Date)

	<p style="text-align: center;">VOLUME 2 OF 3</p> <p style="text-align: center;">JBCC</p> <p style="text-align: center;">TENDER RETURNABLES</p>	<p>Tender No. RFP206/2023 to RFP209/2023</p> <p>APPOINTMENT OF CONTRACTORS FOR REPAIRS & RENOVATIONS TO CLUSTER ONE TO CLUSTER FOUR SCHOOLS IN KWAZULU NATAL DEPARTMENT OF EDUCATION</p>
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PART T2.1.6: PROOF OF VALID REGISTRATION WITH CIDB & CSD

The Tenderer shall attach hereto the Contractors proof of **valid active** registration certificate with CIDB & National Treasury CSD. CIDB CRS & NT Supplier number(s) must also be provided.

In the case of Consortium/Joint Venture Tenders, each partner shall provide their own valid CIDB registration certificate and CSD, including for the Joint Venture.

Registration on the Central Supplier Database (CSD) site of the National Treasury is a compulsory requirement for a tenderer to conduct business with the DBSA. The onus is on each tenderer to register on the CSD site and provide proof of registration on the CSD site in the form of a report as prescribed in this returnable


All prospective tenderers must have a tax compliant status on the Central Supplier Database (CSD) of the National Treasury, and is required to attach proof of compliant status in the form of a CSD Summary Report at the time of tender submission.

I, _____ of _____,
 (Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

 (Signature)

 (Date)

	<p style="text-align: center;">VOLUME 2 OF 3</p> <p style="text-align: center;">JBCC</p> <p style="text-align: center;">TENDER RETURNABLES</p>	<p>Tender No. RFP206/2023 to RFP209/2023</p> <p><i>APPOINTMENT OF CONTRACTORS FOR REPAIRS & RENOVATIONS TO CLUSTER ONE TO CLUSTER FOUR SCHOOLS IN KWAZULU NATAL DEPARTMENT OF EDUCATION</i></p>
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PART T2.1.7: PROOF OF WORKMEN'S COMPENSATION REGISTRATION (COIDA)


The Tenderer shall attach hereto valid proof of workmen's compensation registration or proof of payment of contributions in terms of the Compensation of Occupational Injuries and Diseases Act, No. 130 of 1993).

I, _____ of _____,
 (Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

 (Signature)

 (Date)

	<p style="text-align: center;">VOLUME 2 OF 3</p> <p style="text-align: center;">JBCC</p> <p style="text-align: center;">TENDER RETURNABLES</p>	<p>Tender No. RFP206/2023 to RFP209/2023</p> <p>APPOINTMENT OF CONTRACTORS FOR REPAIRS & RENOVATIONS TO CLUSTER ONE TO CLUSTER FOUR SCHOOLS IN KWAZULU NATAL DEPARTMENT OF EDUCATION</p>
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PART T2.1.8: PROOF OF PROFESSIONAL INDEMNITY INSURANCE

~~The tenderer shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, consortium or association, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule.~~

DETAILS OF PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IN RESPECT OF EACH CLAIM, WITH NO LIMIT ON NUMBER OF CLAIMS

I, _____ of _____,
 _____ (Authorised Signatory) _____ (Company Name)

~~Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.~~

 _____ (Signature) _____ (Date)

PART T2.1.9: DECLARATION OF NON-PERFORMANCE AND TERMINATION

It is a condition of this tender that bidders declare any and all project non-performance and/ or terminations in full with the DBSA or any other public entity within the last 5 years.

Not stipulating the information and signing this declaration will result in an automatic disqualification. The same applies to any misrepresentation of information during or post this tender process.

A. LIST OF NON-PERFORMANCE

NAME OF PUBLIC ENTITY	PROJECT DESCRIPTION & VALUE	DATE OF AWARD	DOCUMENTED REASONS FOR NON-PERFORMANCE

❖ Bidders may recreate the above table and submit if insufficient space is available (This Declaration must however be signed in full).

B. LIST OF TERMINATIONS

NAME OF PUBLIC ENTITY	PROJECT DESCRIPTION & VALUE	DATE OF AWARD	DOCUMENTED REASONS FOR TERMINATION

❖ Bidders may recreate the above table and submit if insufficient space is available (This Declaration must however be signed in full).

The DBSA reserves the right to allow bidders to represent their case in situations where Project Non-Performance and/ or Terminations were not the result of the bidders own actions. Such representation will be viewed on its own merits.

I, _____ of _____,
(Authorised Signatory) (Company Name)

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Declaration of Non-Performance and Termination" and confirm that the information provided is accurate and complete.

Signature

Date

PART T2.2: RETURNABLE DOCUMENTS

Notes:

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- Any returnable that has a ~~Strikethrough~~, is not applicable to this specific tender.

SECTION	SUB-INDEX T2.2	PAGE	TENDERER COMPLIED?
T2.2.1	Record of Addenda to Tender documents	28	
T2.2.2	Local Employment & Sourcing	29	
T2.2.3	Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2004)	30	
T2.2.4	Form Concerning Fulfilment of the Construction Regulations, 2014	31	
T2.2.5	Bidder's Disclosure	35	
T2.2.6	Declaration of Tenderers past supply Chain Management Practices	39	
T2.2.7	Certification of Independent Tender Determination	42	
T2.2.8	Service Provider Code of Conduct	46	
T2.2.9	RFP Declaration Form	48	
T2.2.10	Compulsory Enterprise Questionnaire	50	
T2.2.11	Certificate of Acquaintance with Tender Document	53	

Name : Signature

Capacity :

PART T2.2.1: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

ADD NO.	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

(Signature)

(Date)

PART T2.2.2: LOCAL EMPLOYMENT & SOURCING

The DBSA has identified job creation and access to procurement opportunities by Start-ups, Small and Micro Enterprises (SMMEs) in the local community of the project area, as an essential requirement towards building an economically viable country. As such, the below targets will be a condition of contract.

General Labour minimum target

It is mandatory that tenderers/bidders employ the minimum stipulated personnel on the contracts for the local community where the project is being implemented. This employment is outside the existing employees of the tenderers/bidders.

For the general labour force, the minimum number of people to be employed for the duration of the project will be calculated from the formula below.

$$\text{Number of Employees} = 4 * \left[\frac{(\text{Contract Value in Rand})}{R1,000,000} \right]$$

Tenderers are to also note that it is an explicit condition of this tender that all unskilled labourers on the project are to be employed from the local community. The Contractor is therefore expected in general to maximise the involvement of the local community.

Take note that the local labour employed must not be paid lower than the minimum approved municipal rates in that district or area. The Contractor shall be required to submit employment data on a monthly basis to the Project Manager.

Procurement of Materials minimum target

Regarding procurement of materials, local is hereby defined as the district in which the project(s) is/are located. The minimum target for materials sourced locally is **20% of the contract value**.

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

(Signature)

(Date)

**PART T2.2.3: UNEMPLOYMENT INSURANCE FUND (UIF) – REGISTRATION CERTIFICATE
(ACT 4 OF 2004)**

A valid Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here.

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

(Signature)

(Date)

PART T2.2.4: FORM CONCERNING FULFILMENT OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO.85 OF 1993), EDITION 23 (LASTEST EDITION) INCLUDING THE CODE OF PRACTICE: MANAGING EXPOSURE TO SARS-CoV-2

In terms of regulation 5 (g), (h), (i) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Client/Client Agent shall ensure:

- that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;
- that the Principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely; and
- take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations:

1. I confirm that I am fully conversant with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and Construction Regulations 2014 and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), Edition 23 (latest edition), Construction Regulations 2014, and including the Code of Practice: Managing exposure to SARS-Cov-2 in the workplace

(Tick)

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

2. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist sub-contract resources (competent) - specify:	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CV's to be attached).

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

4. Provide proof of Legal Liability training conducted from accredited service provider for all legal appointees as per legislation requirements:

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

5. Potential key risks identified and measures for addressing risks:

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

6. I have fully included in my Tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

(Tick)

YES	
NO	

7. I confirm that I am fully conversant with Construction Regulations 2014 "Duties of Principal Contractor and contractor and that my company comply with all of the requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), Regulations and Exemptions

(Tick)

YES	
NO	

8. I have made adequate provision for the health and safety measures and provided detailed breakdown in BOQ.

(Tick)

YES	
NO	

9. I confirm that I am fully conversant with Construction Regulations 2014 "Duties of Principal Contractor and contractor and that my company comply with all of the requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) Edition 23, Regulations, and Code of Practise: Managing exposure to SARS-Cov-2 in the workplace.

(Tick)

YES	
NO	

10. I confirm that I have read the Safety, Health, Environment and Quality Policy for Construction and Maintenance Programmes and that my company will comply with all requirements stated.

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. Date
2. Date

PART T2.2.5: BIDDER'S DISCLOSURE (SBD 4)

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 interest¹ 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

¹ 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.

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² 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.

² 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.

- 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

PART T2.2.6: DECLARATION OF TENDERERS PAST SCM PRACTICES

Penalty:

~~Upon detecting any false claim or statement hereunder will result in the Tenderers de-registration and the Tenderer will be prevented from participation in future contracts for a period of three (3) years.~~

- ~~1. This Standard Tendering Document must form part of all Tenders invited.~~
- ~~2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.~~
- ~~3. The TENDER of any Tenderer may be disregarded if that Tenderer, or any of its directors have—~~
 - ~~a. abused the institution's supply chain management system;~~
 - ~~b. committed fraud or any other improper conduct in relation to such system; or~~
 - ~~c. failed to perform on any previous contract.~~
- ~~4. In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.~~

ITEM	QUESTION	YES	NO
4.1	<p>Is the Tenderer or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p>	<p>Yes</p> <p>↑</p>	<p>No</p> <p>↑</p>
4.1.1	If so, furnish particulars:		

4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.	Yes †	No †
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes †	No †
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes †	No †
4.4.1	If so, furnish particulars:		
4.5	Was there any form of action against the Tenderer by the CIDB, or any contract/ project cancelled due to fronting or any fraudulent activities?	Yes	No
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature.....**Date**.....
.....
Position.....**Name of Tenderer**.....

I confirm that I am duly authorized to sign this contract.

PART T2.2.7: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION

1. ~~This Standard Tendering Document (SBD) must form part of all Tenders¹ invited.~~
2. ~~Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Tendering (or Tender rigging)². Collusive Tendering is a pe-se prohibition meaning that it cannot be justified under any grounds.~~
3. ~~Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:~~
 - a. ~~disregard the Tender of any Tenderer if that Tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.~~
 - b. ~~cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the Tendering process or the execution of that contract.~~
4. ~~This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.~~
5. ~~In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the Tender:~~

-
-
1. ~~Includes price quotations, advertised competitive Tenders, limited Tenders and proposals.~~
 2. ~~Tender rigging (or collusive Tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.~~

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

CONTRACT:

in response to the invitation for the Tender made by:

(Name of Institution)

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

I certify, on behalf of:

that:

(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderer to determine the terms of, and to sign the Tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - (a) has been requested to submit a Tender in response to this Tender invitation;
 - (b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities, or experience; and
 - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive Tendering.
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)

- (c) ~~methods, factors or formulas used to calculate prices;~~
- (d) ~~the intention or decision to submit or not to submit, a Tender;~~
- (e) ~~the submission of a Tender which does not meet the specifications and conditions of the Tender; or~~
- (f) ~~Tendering with the intention not to win the Tender.~~

8. ~~In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Tender invitation relates.~~
9. ~~The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.~~
10. ~~I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders 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.~~

3. ~~Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.~~

11. N.B.: THIS FORM MUST BE SIGNED BY THE TENDERER AND TWO WITNESSES

.....
Signature _____ Date _____

.....
Position _____ Name of Tenderer _____

WITNESS (1) _____ NAME (PRINT) _____

WITNESS (2) _____ NAME (PRINT) _____

PART T2.2.8: SERVICE PROVIDER CODE OF CONDUCT

DBSA aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any service provider dealing with DBSA must understand and support. These are:

- The DBSA Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution of the Republic of South Africa, 1996 - the five pillars of Public Procurement and Supply Chain Management: fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act, Act 1 of 1999 (PFMA);
- The Broad Based Black Economic Empowerment Act, Act 53 of 2003 (B-BBEE);
- The Companies Act, Act 71 of 2008,
- The Prevention and Combating of Corrupt Activities Act, Act 12 of 2004 (PRECCA);
- The Protected Disclosures Act, Act 26 of 2000,
- The Construction Industry Development Board Act, Act 38 of 2000(CIDB Act); and
- The Preferential Procurement Policy Framework Act, Act 5 of 2000.

This code of conduct has been included in this contract to formally appraise DBSA Service providers of DBSA's expectations regarding behaviour and conduct of its Service providers. The tenderer will share this code of conduct with its subcontractor(s) prior to submitting the tender and ensure adherence to it by the subcontractor(s).

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

DBSA's aim is to become a world class, profitable and sustainable organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. ***DBSA will not participate in corrupt practices in any form or guise. Therefore, it expects its service providers to act in the same manner.***

- DBSA and its employees will adhere the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our service providers.
- DBSA Employees must not accept or request, agree or promise to accept, money, or anything of value, or any form of gratification, either directly or indirectly, from service providers or anyone linked to them in return for a benefit or other advantage to accrue to a service provider or other linked 3rd party;
- Employees may not receive anything that is intended to:
 - In an irregular or untoward manner, influence their judgement or conduct to ensure a specific or pre-conceived desired outcome of a sourcing activity;
 - In an irregular or untoward manner, win or retain business or influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.
- There may be times when a service provider is confronted with fraudulent or corrupt behaviour of DBSA employees. We expect our Service providers to use our “Tip-offs Anonymous” Hot line to report these acts – 0800 204 933 or email dbsa@tip-offs.com.

2. DBSA Limited is firmly committed to the concept of free and competitive enterprise.

- Service providers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- DBSA does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

3. DBSA's relationship with service providers requires us to clearly define requirements, to exchange information and share mutual benefits.

- Generally, service providers have their own business standards and regulations. Although DBSA cannot control the actions of our service providers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc.);
 - Collusion in whatever form that is intended to influence procurement decisions;

- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, ~~BBBEE status~~, etc.);
- Corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards DBSA employees.
- Service providers will be evaluated and approved before any materials, components, products or services are purchased from them. A rigorous due diligence is conducted and the service provider is expected to participate in an honest and straight forward manner.
- Service providers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

4. Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of DBSA Limited.

- Doing business with family members or close associates.
- Having a financial or beneficial interest in another company in our industry or environment

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then DBSA reserves its right to review doing business with these service providers.

I, _____ of _____,
(Authorised Signatory) (Company Name)

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "DBSA Service Provider Code of Conduct."

Signature

Date

PART T2.2.9: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. DBSA has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal (RFP);
3. at no stage have we received additional information relating to the subject matter of this RFP from DBSA sources, other than information formally received from the designated DBSA contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by DBSA in issuing this RFP and the requirements requested from bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the DBSA as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/ PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with DBSA:

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with DBSA]

We declare, to the extent that we are aware or become aware of any relationship between ourselves and DBSA (other than any existing and appropriate business relationship with DBSA) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify DBSA immediately in writing of such circumstances.

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of duly authorised thereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

PART T2.2.10: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

reference number

Section 6: Record in the service of the state

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

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	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 7: Record of spouses, children and parents in the service of the state

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

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

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

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

(Signature)

(Date)

PART T2.2.11: CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENT

NAME OF TENDERING ENTITY:

1. I/we do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by DBSA Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.
2. I/we furthermore agree that DBSA Limited shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word “competitor” shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer.
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;

- d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention not winning the Tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.
8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, Tenders 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 South African Police Services, or National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I, _____ of _____,
(Authorised Signatory) (Company Name)

hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable

Signature

Date

PART T2.3: RETURNABLE DOCUMENTS

Notes:

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- Any returnable that has a **Strikethrough**, is not applicable to this specific tender.

SECTION	SUB-INDEX T2.3	PAGE	TENDERER COMPLIED?
T2.3.1	Related Experience of Tenderer	54	
T2.3.2	Management and CV's of Key Persons	56	
T2.3.3	Schedule of Plant and Equipment	57	
T2.3.4	Schedule of Proposed Sub-Contractors/ Consultants	59	
T2.3.5	Programme	60	
T2.3.6	Financial Standing / Bank Rating	61	
T2.3.7	Quality Plan	62	
T2.3.8	Health and Safety	63	
T2.3.9	Capacity and Ability to meet Delivery Schedule	64	
T2.3.10	Statement of Technical Compliance	65	-

Name : Signature

Capacity :

PART T2.3.1: RELATED EXPERIENCE OF TENDERER

The Tenderer shall list below or in a separate schedule a statement of those works/services of similar nature which they have satisfactorily completed in the past five years. Information must be provided in the format provided below. It is essential that telephone contact details of references be supplied. Present commitments and their due dates for completion shall also be listed.

1. PREVIOUS PROJECTS UNDERTAKEN:

EMPLOYER		DESCRIPTION AND NATURE OF WORKS/ SERVICES	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
EMPLOYER/ CONTACT PERSON/ TEL. NO.	PM; ENGINEER; PRINCIPLE AGENT/ CONTACT PERSON/ TEL. NO.			

PART T2.3.2: MANAGEMENT AND CV'S OF KEY PERSONS

The experience of assigned staff members in relation to the Scope of Services will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, legislation, techniques, etc.
- 4) Additionally refer to Volume 1, Tender Data, and Clause F3.11.3 for functional evaluation criteria if applicable.

For purpose of evaluation, the Tenderer shall attach hereto a shortened CV for each key member available to work on the project in the Categories **1)** Contract Manager, **2)** Site Agent, **3)** Site Foreman, **4)** Plant Operators/Artisans personnel and **5)** Full time Construction Health and Safety Officer (SACPCMP registration).

CV's of the assigned staff members of not more than 2 pages each should be attached to this schedule.

Each CV should be structured under the following headings:

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

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

(Signature)

(Date)

PART T2.3.3: SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that the Tenderer 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 and immediately available for this contract.

[illegible]

*Attach additional pages if more space is required.

- (b) Details of major equipment that will be hired, or acquired for this contract if Tender is accepted. Contact details of plant hire company to be provided.

DESCRIPTION (type, size, capacity, etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

*Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

- Additionally refer to Volume 1, Tender Data, and Clause C3.11 for functional evaluation criteria if applicable.

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

(Signature)

(Date)

PART T2.3.4: SCHEDULE OF PROPOSED SUB-CONTRACTORS/ CONSULTANTS

~~This returnable is to be read in conjunction with T2.4.2 PPPFA Prequalify & Subcontracting Schedule. By signing this returnable, the tenderer confirms alignment in full.~~

~~We notify you that it is our intention to employ the following subcontractors / sub-consultants 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 / Sub-consultants in accordance with requirements in the contract for such appointments and to provide copies of the subcontractors. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.~~

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			

I, _____ of _____,
(Authorised Signatory) (Company Name)

~~Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.~~

(Signature) (Date)

PART T2.3.5: PROGRAMME

Note to tenderers:

The Tenderer need to submit a high level (minimum level 3 breakdown) programme to illustrate a comprehensive understanding of the work required as well as a pragmatic approach in performing the work required:

Please provide your signed proposed programme showing the following Task Completion in weeks after Award (example below):

- *Geotechnical Investigation : 3 weeks*
- *Survey : 3 weeks*
- *Site Visit and : 1 weeks*
- *As-built Drawings: 1 weeks*
- *Preparing the reports: 4 weeks*
- *Prepare and submit a scoping report with estimates: 6 weeks*
- *Electrical Engineering Design : 2 weeks*
- *Mechanical Engineering Design: 2 weeks*
- *Fire Protection Design : 2 weeks*
- *Other Civil Designs : 2 weeks*
- *Approval of Works: 20 weeks*
- *Documentation and Procurement: 10 weeks*
- *Construction and Monitoring: As per Tender Program*

The successful Tenderer shall submit a detailed programme within **3 days** after the commencement date.

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

(Signature)

(Date)

PART T2.3.6: FINANCIAL STANDING / BANK RATING

The Tenderer shall make enquiries to obtain a bank rating from their bank. The Tenderer is to provide the following details of his banker and bank account that he intends to use for the project:

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank):

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

- Additionally refer to Volume 1, Tender Data, and Clause C3.11 for functional evaluation criteria if applicable.

NB : IT IS REQUIRED FOR THE TENDERER TO SUBMIT CURRENT TWO (2) YEARS ANNUAL AUDITED FINANCIAL STATEMENTS

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

(Signature)

(Date)

PART T2.3.7: QUALITY PLAN

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include but not be limited to:

1. Project Quality Plan for the contract.
 2. The Contractor's Quality Policy.
 3. Index of procedures to be used during the contract.
 4. Audit Schedule for internal and external audits during the contract.
 5. ISO 9001 certification.
 6. Typical Quality Manual.
 7. Typical Quality Control Plan.
 8. Typical data book index.
- Additionally refer to Volume 1, Tender Data, and Clause C3.11 for functional evaluation criteria if applicable.

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

(Signature)

(Date)

PART T2.3.8: HEALTH AND SAFETY

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with UIF insurance body.
2. Proof of Effective Safety Management System.
3. Six months synopsis of SHE incidents, description, type and action taken.
4. SHE challenges envisaged for the project and how they will be addressed and overcome.
5. Construction Safety File (Index).
6. Additionally refer to Volume 1, Tender Data, and Clause C3.11 for functional evaluation criteria if applicable.

Index of documentation attached to this schedule:

.....

.....

.....

.....

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

(Signature)

(Date)

PART T2.3.9: CAPACITY AND ABILITY TO MEET DELIVERY SCHEDULE

Note to tenderers:

The Tenderer is required to demonstrate to the Employer that he has sufficient current and future capacity to carry out the work as detailed in the Service Information and that he has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
 - Current and future work on his order book, showing quantity and type of equipment;
 - Quantity of work for which the Tenderer has tenders in the market or is currently tendering on; and
 - The work as covered in the Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.
-
- Additionally refer to Volume 1, Tender Data, and Clause C3.11 for functional evaluation criteria if applicable.

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.

(Signature)

(Date)

PART T2.3.10: STATEMENT OF TECHNICAL COMPLIANCE

Note to tenderers:

~~Tenderers shall complete and attach to this schedule a clause-by-clause statement of compliance to the requirements of the Works Information and the particular specifications referred to in the Works Information. Each statement of less than full compliance must be properly clarified.~~

Index of documentation attached to this schedule:

I, _____ of _____,
(Authorised Signatory) (Company Name)

~~Hereby acknowledge having read, understood and agree to the terms and conditions set out in this Returnable and warrant that the information submitted are true and accurate.~~

(Signature) (Date)

PART T2.4: RETURNABLE DOCUMENTS

Notes:

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- Any returnable that has a ~~Strikethrough~~, is not applicable to this specific tender.

SECTION	SUB-INDEX T2.4	PAGE	TENDERER COMPLIED?
T2.4.1	Form of the Performance Guarantee	67	
T2.4.2	PPPFA Prequalify & Mandatory Subcontracting Schedule	72	
T2.4.3	Broad Based Black Empowerment Status Level Certificate	79	
T2.4.4	Declaration Certificate For Local Production And Content For Designated Sectors	84	

Name : Signature

Capacity :

PART T2.4.1: FORM OF THE PERFORMANCE GUARANTEE

In terms of clause 14.3 of the JBCC Principal Agreement, Edition 4.1, Code 2101, March 2005 allows for provision of a variable performance guarantee from an approved financial institution which the *Employer* has accepted

1.1.1

For this contract only performance bonds provided by a financial institution registered in South Africa will be accepted. NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) No alterations or amendments of the wording of the pro-forma will be accepted unless approved prior to it been issued by the Employer.

It is hereby agreed that a Performance Guarantee drafted exactly, or substantially similar, as provided in this returnable and Volume 3 section C1.3 will be provided by the Guarantor named below, which is a bank or insurer registered in South Africa:

Name of Guarantor (Bank/insurer).....

Address

The Performance Guarantee shall be provided with the other returnables as set out in the conditional Letter of Acceptance of the successful tenderer's tender unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

CONFIRMED BY Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

The Tenderer must attach hereto a letter from the guarantor with whom he has made the necessary arrangements, to the effect that the said guarantor will be prepared to provide the required performance guarantee when asked to do so. The acceptable pro forma wording is as per section below and in Volume 3, C1.3.

Pro-Forma JBCC Variable On Demand Performance Guarantee

To: The Development Bank of Southern Africa Limited

Dear Sirs

Reference No. [●] *[Drafting Note: Guarantor/Bank reference number to be inserted]*

Performance Bond: *[Drafting Note: Name of Contractor to be inserted]*

Employer: Contract Reference - [●] *[Drafting Note: Contract reference number to be inserted]*

2. In this Guarantee

2.1 The following words and expressions have the following meanings:

2.1.1 “Guarantor” - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Guarantor to be inserted]* [O] **Financial Services Board Registration number [O]** **NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) No alterations or amendments of the wording of the pro-forma will be accepted unless approved prior to it been issued by the Employer.**

2.1.2

2.1.3 “Guarantor’s Address” - means [●]; *[Drafting Note: Guarantor’s physical address to be inserted]*

2.1.4 “Contract” - means the written agreement entered into between the Employer and the Contractor on or about [●] [●] 201[●] (Contract Reference No. [●]), as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: signature date and Contract reference number to be inserted]*

2.1.5 “Contractor” - means [●] a [●] registered in accordance with the laws of [●] with registration number [●]; *[Drafting Note: Name and details of Contractor to be inserted]*

- 2.1.6 “Employer” - means The Development Bank of Southern Africa Limited, a juristic person in terms of section 2 of The Development Bank of Southern Africa Limited Act, 13 of 1979;
- 2.1.7 “Expiry Date” - means the date the of Certificate of Final Completion is issued;
- 2.1.8 “this Guarantee” - means this document;
- 2.1.9 “Guaranteed Sum” – means, subject to clause 5, the sum of **[● - figure]** (**[● - words]**) the aggregate Guarantee amount, not exceeding 10.0% of the Contract Sum as at the Contract Date, which amount will reduce with 50% when the Practical Completion certificate is issued until Final Completion.
- 2.2 Words or expressions capitalised shall bear the same meaning as assigned to them under the Contract albeit that the Contract itself, and any terms as defined therein, are merely referenced for convenience and not to create an accessory obligation.
3. At the instance of the Contractor, the Guarantor hereby confirms that we hold the Guaranteed Sum at the disposal of the Employer, as security for the proper performance by the Contractor of all of his obligations in terms of and arising from the Contract, and hereby irrevocably and unconditionally both agree and undertake to pay to the Employer, on written demand from the Employer envisaged in paragraph 4 below and received prior to the Expiry Date, any amount or amounts as may be so demanded from time to time, subject to a maximum of the Guaranteed Sum in the aggregate.
4. A demand for payment under this Guarantee shall be made in writing at the Guarantor’s address or by email to the following email [.....insert..] and shall:
- 4.1 state the amount claimed (“the Demand Amount”);
- 4.2 state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract:
5. The Guaranteed Sum may be reduced from time to time upon receipt by the Guarantor of the Employer’s written certificate certifying the amount of such reduction and the Contractor’s entitlement thereto under the Contract.
6. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that:

- 6.1 the liability of the Guarantor in terms hereof is as principal and not as surety and the Guarantor's obligation/s to make payment:
- 6.1.1 is and shall be absolute and unconditional in all circumstances; and
- 6.1.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever;
- 6.2 the Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting the Guarantor's liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract or termination of the Contract.
- 6.3 should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Guarantor of such cession.
7. The Guarantor's obligations in terms of this Guarantee:
- 7.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 7.2 shall not be discharged and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 6.3 above, personal to the Employer and is neither negotiable nor transferable;
- 8.3 shall be returned to the Guarantor upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

8.4 shall be regarded as a liquid document for, firstly, the purpose of demonstrating and/or determining the amount due by the Guarantor to the Employer and, secondly, obtaining any court order; and

8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

8. The Guarantor chooses the *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.

Signed at _____ Date _____

For and behalf of the Guarantor, which signatories by appending their signatures warrant that they are authorised to bind the Guarantor as above stated:

Guarantor Signatory 1: _____ Guarantor Signatory 2: _____

Name: _____ Name: _____

Capacity of Guarantor Capacity of Guarantor

Signatory 1: _____ Signatory 2: _____

Witness: _____ Witness: _____

(Printed Name of Witness) (Printed name of witness)

Guarantor's seal or stamp _____

PART T2.4.2: SUBCONTRACTING SCHEDULE

The Development Bank of Southern Africa Limited (DBSA), as a state-owned enterprise, is tasked with achieving government socio-economic transformation and development initiatives through its procurement spend. The DBSA therefore endeavours to promote such initiatives through its procurement, by means of one or a combination of the following:

1. Application of Subcontracting as an Objective Criteria.

1.1 The basis and conditions for sub-contracting as a *Objective Criteria*, is further detailed below.

The Tenderer if successful in this bid offer, will be provided specific time stipulated in the Conditional Appointment Letter from communication of the Conditional Appointment Letter, to provide the Signed Subcontracting Agreement(s) and Supporting Documents, in line with the information detailed in this Returnable. Failure to adhere to this will result in the immediate retraction of the Conditional Appointment Letter, without an option to rectify.

ACCEPTANCE OF PREQUALIFIER (NON-AGREEMENT WILL RESULT IN DISQUALIFICATION)

THE TENDERER HEREBY FORMALLY CONFIRMS THAT **IF SUCCESSFUL** IN THIS BID OFFER, THE TENDERER WILL **FULLY COMPLY AND ADHERE IN FULL**, TO ALL THE REQUIREMENTS STIPULATED IN THIS **TENDER RETURNABLE T2.4.2** IN ITS ENTIRETY.

I ACCEPT THAT, IF THESE REQUIREMENTS ARE NOT MET IN FULL, OR IF FALSELY PORTRAYED, THE DBSA MAY, IN ADDITION TO DISQUALIFICATION OF THE TENDER SUBMISSION, OR CANCELLATION OF A CONTRACT; TAKE LEGAL ACTION.

I, THE UNDERSIGNED (FULL NAME OF AUTHORISED PERSON)

ON BEHALF OF (FULL NAME OF TENDERING ENTITY)

SIGNATURE: _____ DATE: _____

Additional information to subcontracting requirement:

- i. It is the responsibility of the tenderer to select competent subconsultants that meet all the requirements of the tender. The fact that the DBSA/Employer may make a list of potential subconsultants available as registered on the National Treasury CSD or on a DBSA Client database does not result in any liability of the DBSA/Employer or a warranty that the listed suppliers are competent.
- ii. Subconsultants may not be allocated work which contradicts any regulations, regulatory body and/or

~~compliance requirements relevant to the work being sub-contracted for i.e., requirements by CIDB Regulations, accreditations, and registrations to professional / regulatory institutions in the case of professional services etc.~~

- ~~iii. The lead tenderer will be responsible for all due diligence on the selected subconsultants and will be held liable for any non-performance.~~
- ~~iv. A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise, that does not have an equal or higher B-BBEE status level of contributor than the person concerned.~~
- ~~• “Unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.”~~
 - ~~• Or the tenderer may not be awarded points for B-BBEE status level of contribution.~~
- ~~v. The successful tenderer is to provide formal proof of the subcontracting arrangement/s (Signed/ Proposed Subcontracting Agreement(s)), also stipulating the percentage and equivalent Rand value being subcontracted once appointed – Conditional Appointment Letter.~~
- ~~vi. The successful tenderer is to provide the following documentation for each of the relevant subconsultants, as a minimum, in support of the Signed/ Proposed Subcontracting Agreement(s) when appointed – Conditional Appointment Letter:~~

Supporting Documents to Subcontracting Agreement/s
Certified Copy of valid B-BBEE Certificate/ Affidavit.
Copy of valid/ active CIDB registration in the case of construction work.
Copy of valid/ active registration to application regulatory institutions (where stipulated) in the case of professional services work.
A valid and active Tax Compliance Status Pin issued by SARS.
Submission of National Treasury Central Supplier Database (CSD) Summary Report.

Note: ~~It is incumbent and expected that the Tenderer will apply the same due care and diligence in selecting and managing its sub-contractors / joint venture partner as would have been the case in their own appointment.~~

1. SUBCONTRACTING AS AN OBJECTIVE CRITERIA

NR.	CATEGORIES FOR SUBCONTRACTING	APPLICABLE/ NOT APPLICABLE	COMPLIANT (YES/NO)
1	A tenderer subcontracting a minimum of 30% of the value of the contract to:	APPLICABLE	
1.1	An EME or QSE which is at least 51% owned by black people; or	APPLICABLE	
1.2	an EME or QSE which is at least 51% owned by black people who are youth; or	APPLICABLE	
1.3	an EME or QSE which is at least owned by black people who are women; or	APPLICABLE	
1.4	an EME or QSE which is at least 51% owned by black people with disabilities; or	APPLICABLE	
1.5	an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; or	APPLICABLE	
1.6	a cooperative which is at least 51% owned by black people; or	APPLICABLE	
1.7	an EME or QSE which is at least 51% owned by black people who are military veterans; or	APPLICABLE	
1.8	an EME or QSE.	APPLICABLE	

~~Tenderers are formally required to allow for subcontracting of the allocated work as set out in the Scope of 30% of the Tender Value offered.~~

I, THE UNDERSIGNED (FULL NAME OF AUTHORISED PERSON)

ON BEHALF OF (FULL NAME OF TENDERING ENTITY)

FORMALLY CONFIRM THAT THIS TENDER SUBMISSION IS FULLY COMPLIANT AND ADHERES IN FULL, TO ALL THE REQUIREMENTS STIPULATED IN THIS RETURNABLE IN ITS ENTIRITY.

I ACCEPT THAT, IF THESE REQUIREMENTS ARE NOT MET IN FULL, OR IF FALSELY PORTRAYED, THE DBSA MAY, IN ADDITION TO DISQUALIFICATION OF THE TENDER SUBMISSION, OR CANCELLATION OF A CONTRACT; TAKE LEGAL ACTION.

SIGNATURE: _____ DATE: _____

2. BASIS AND CONDITIONS FOR SUBCONTRACTING AS AN OBJECTIVE CRITERIA

The basis and conditions for sub-contracting as a condition of tender is detailed as follow:

- 2.1. The advancement of certain designated groups in terms of **PPPFA 2000**;
- 2.2. The advancement of suppliers or enterprises in the geographical area or Province where the project site is located;
- 2.3. To utilize suppliers or enterprises contracted by other organs of state contracted in terms of framework agreements, including especially the organ of state to whom DBSA acts as Implementing Agent.
- 2.4. All requirements stipulated under clauses 1 and 2 of this Returnable, must be read in conjunction with the information documented within the Returnable **T2.3.4 – Schedule of Proposed Subcontractors** (if applicable).

I, THE UNDERSIGNED (FULL NAME OF AUTHORISED PERSON)

ON BEHALF OF (FULL NAME OF TENDERING ENTITY)

FORMALLY CONFIRM THAT THIS TENDER SUBMISSION IS FULLY COMPLIANT AND ADHERES IN FULL, TO ALL THE REQUIREMENTS STIPULATED IN THIS RETURNABLE IN ITS ENTIRITY.

I ACCEPT THAT, IF THESE REQUIREMENTS ARE NOT MET IN FULL, OR IF FALSELY PORTRAYED, THE DBSA MAY, IN ADDITION TO DISQUALIFICATION OF THE TENDER SUBMISSION, OR CANCELLATION OF A CONTRACT; TAKE LEGAL ACTION.

SIGNATURE: _____

DATE: _____

3. SUBCONTRACTING AFTER AWARD OF TENDER

After Award, the following are contractual obligations for notification:

- 3.1** A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- 3.2** A person awarded a contract in relation to a designated sector, may not subcontract 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.
- 3.3** A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

I, THE UNDERSIGNED (*FULL NAME OF AUTHORISED PERSON*)

ON BEHALF OF (*FULL NAME OF TENDERING ENTITY*)

FORMALLY CONFIRM THAT THIS TENDER SUBMISSION IS FULLY COMPLIANT AND ADHERES IN FULL, TO ALL THE REQUIREMENTS STIPULATED IN THIS RETURNABLE IN ITS ENTIRITY.

I ACCEPT THAT, IF THESE REQUIREMENTS ARE NOT MET IN FULL, OR IF FALSELY PORTRAYED, THE DBSA MAY, IN ADDITION TO DISQUALIFICATION OF THE TENDER SUBMISSION, OR CANCELLATION OF A CONTRACT; TAKE LEGAL ACTION.

SIGNATURE: _____

DATE: _____

PART T2.4.3: BROAD BASED BLACK EMPOWERMENT STATUS LEVEL CERTIFICATE

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 **To be completed by the organ of state** (*delete whichever is not applicable for this tender*).

- a) ~~The applicable preference point system for this tender is the **90/10** preference point system.~~
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) ~~Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.~~

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

- (a) Price; and
- (b) Specific Goals (namely, BBBEE status level of contributor).

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that

preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

80/20 or 90/10

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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 (90/10 system)	Number of points allocated (80/20 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	10	20		
2	9	18		
3	6	14		
4	5	12		
5	4	8		
6	3	6		
7	2	4		
8	1	2		
Non-compliant contributor	0	0		

(Note: Bidders are required to submit their BBEE certificates or sworn affidavits (in the case of EMEs/QSEs) in order to be eligible to claim points)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
☐ [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that

the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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