



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
PUBLIC WORKS, ROADS & INFRASTRUCTURE

BID NUMBER: LDPWRI-B/20346

**CONSTRUCTION OF NEW
LIMPOPO PROVINCIAL THEATRE AT BAKONE-MALAPA, POLOKWANE
IN CAPRICORN DISTRICT**

For the

DEPARTMENT OF SPORTS, ART AND CULTURE (DSAC)
LIMPOPO PROVINCE

VOLUME 1 of 3: TENDERING PROCEDURES
(CONTRACTOR TO RETURN)

CIDB GRADE: 9GB

Issued by:

Limpopo Department of Public Works, Roads and Infrastructure
Works Towers Building
43 Church Street
Polokwane
0700

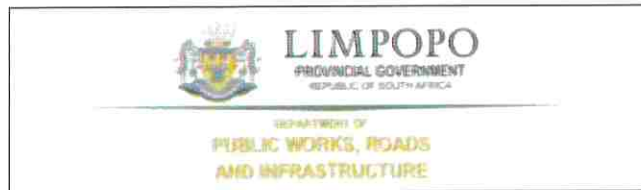
Contact Person: General Queries

Name : Mr NJ Motsopye,
Tel No. : 015 284 7126
Email : motsopyenji@dpw.limpopo.gov.za

Technical: Technical Queries

Name : Mr. Maluleke ZV
Tel No. : 015 284 7219
Email : malulekev@dpw.limpopo.gov.za

Name of the Bidder :



CONTENTS

VOLUME 1

THE TENDER

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable documents

T2.1 List of returnable documents required for evaluation of tender

T2.2 Other forms that will be incorporated into the contract

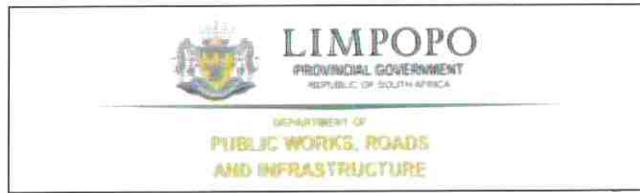
THE CONTRACT

Part C1: Agreements and Contract data

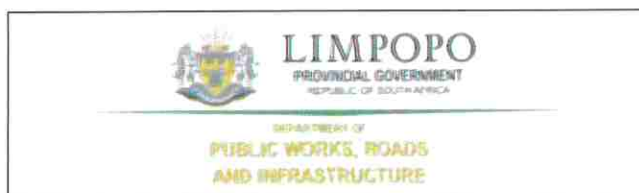
C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Joint Venture Agreement (If Applicable)



PART T1: TENDERING PROCEDURE

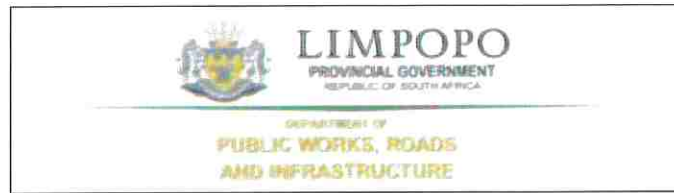


T1.1 Tender Notice and Invitation to Tender

The Limpopo Department of Public Works, Roads and Infrastructure invites tenderers for **CONSTRUCTION OF A NEW LIMPOPO PROVINCIAL THEATRE AT BAKONE-MALAPA, POLOKWANE IN CAPRICORN DISTRICT**. It is estimated that tenderers must have a CIDB contractor grading designation of **9 GB**.

The conditions of the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts **Gazette Notice No. 36190 of 25 February 2013** will be applicable on this project

Project Name	CONSTRUCTION OF NEW LIMPOPO PROVINCIAL THEATRE.	
Tender Number	LDPWRI-B/20346	
Tender documents availability	Limpopo Department of Public Works, Roads and Infrastructure website	
Address for submission of tenders	DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE. Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.	
Closing date of the tender	As per Tender invite	
Closing time of the tender	As per Tender invite	
Compulsory briefing meeting (Tenderers must sign the attendance register in the name of the tendering entity. Addenda (if any) will be issued only to those tendering entities appearing on the attendance register)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	Meeting venue	As per Tender invite
	Date	As per Tender invite
	Time:	As per Tender invite
Evaluation criteria	<ol style="list-style-type: none"> 1. Compliance with mandatory or compulsory requirements 2. Risk assessment on current projects 3. Price 4. Preference 	
Mandatory or Compulsory Requirements (failure to submit or comply with these requirements will lead to automatic disqualification)	Only tenderers registered with the Construction Industry Development Board (CIDB) with designation of 9GB contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations are eligible to have their tenders evaluated	
	Completed and signed Form of Offer	



T1.2 Tender Data

Clause number	Tender Data
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p> <p>The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts Gazette Notice No. 36190 of 25 February 2013. In this case, contractor shall provide a minimum Contract Participation Goal (CPG) of 5% of the total project value and develop targeted enterprises stated under C3 of this document.</p> <p>The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender. Add the following to clauses in Standard Conditions of Tender:</p>
C.1.1	The Employer is the Limpopo Department of Public Works, Roads and Infrastructure .
C.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>The Tender</p> <p>Part T1: Tendering procedures (Volume 1 of 3) T1.1 Tender notice and invitation to tender T1.2 Tender data</p> <p>Part T2: Returnable documents (Volume 1 of 3) T2.1 List of returnable documents T2.2 Other forms that will be incorporated into the contract</p> <p>The Contract Part C1: Agreements and contract data (Volume 1 of 3) C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Joint Venture Agreement (If Applicable)</p> <p>The Contract Part C2: Pricing data (Volume 2 of 3)</p>

	<p>C2.1 Pricing instructions C2.2 Bills of Quantities</p> <p>Part 3: Scope of work (Volume 3 of 3) C3.1 Special Notes to Bidders C3.2 EPWP Specifications C3.3 CIDB Build Programme</p> <p>Part 4: Site information (Volume 3 of 3) C4 Drawings</p>
C.1.4	<p>The employer's representative is :</p> <p>Contact Person: General Queries Name : Mr NJ Motsopye, Tel No. : 015 284 7126 Email : motsopyenj@dpw.limpopo.gov.za</p> <p>Technical: Technical Queries Name : Mr. Maluleke ZV Tel No. : 015 284 7219 Email : malulekev@dpw.limpopo.gov.za</p> <p>Attention is also drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the Tender Documents.</p>
C.1.5	The employer reserve to cancel the tender prior to the award of the tender.
C1.6.2	A competitive negotiation procedure will not be followed.
C1.6.3	A two-envelope system will not be followed.
C.2.1	<p>Eligibility in respect of CIDB grading</p> <p>Only tenderers who are registered with the Construction Industry Development Board (CIDB) with designation of a 9GB contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, are eligible to have their tenders evaluated</p>
C2.2	<p>Cost of tendering</p> <p>The tenderer accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements</p>

C.2.7	<p>Compulsory site briefing</p> <p>A compulsory briefing meeting will be held as per Tender invite</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda (if any) will be issued only to those tendering entities appearing on the attendance list</p>
C.2.11	<p>Alterations to the documents</p> <p>Bidders are required to not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations</p>
C.2.12	<p>Alternative tender offer</p> <p>No alternative tender offer is permitted in this tender.</p>
C.2.13.2	<p>Replace sub-clause C.2.13.2 with the following;</p> <p>Return all returnable documents to the employer after completing them in their entirety by writing in non-erasable black ink</p>
C.2.13.3	<p>Parts of each tender offer communicated on paper shall be submitted as an original</p>
C.2.13.4	<p>The tender shall be signed by a person duly authorized to do so.</p>
C.2.13.5	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE.</p> <p>Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699</p> <p>Identification details: Sealed Tender with Tender reference number, Title of Tender and the closing date and time of the tender.</p>
C.2.15.1	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
C.2.16.1	<p>The tender offer validity period is 12 weeks or 90 days.</p>
C.2.16.2	<p>The tender accepts that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p>
C.3.1	<p>The tenderer is required to indicate how they claim points for each preference point system and attached relevant supporting documents. The specific goals for claiming of preference points include the following:</p> <ul style="list-style-type: none"> - Persons who had no franchise in national elections prior to 1983 and 1993

- Women
- Disabled persons
- Promotion of SMMEs
- Enterprise located in Limpopo Province
- Promotion of youth

The following must be submitted in order for the above to be verified, and for points to be awarded.

Specific Goals	Means of Verification
Persons who had no franchise in national elections prior to 1983 and 1993	Director(s) certified ID copies and company registration documents
Women	Director(s) certified ID copies and company registration documents
Disabled persons	Director's medical certificate confirming disability from a Medical Practitioner registered with the Health Professional Council of South Africa (HPCSA)
Promotion of SMMEs	Annual Financial statements
Enterprise located in Limpopo Province	Company municipal statements, letter from the Traditional Council/ Chief or lease agreement
Promotion of youth	Director(s) certified ID copies and company registration documents
Promotion of South African Owned enterprises	Director(s) certified ID copies and company registration documents

CIDB Grading Certificate

Tenders are required to provide proof of registration with the CIDB register of contractors indicating the category of registration, grading as well as the CRS number of the tenderer.

Letter of Good Standing

Tender are required to submit, bound with the tender submission, a letter of good from the Compensation commissioner indicating that the bidder is in good standing.

C3.2 Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

C.3.4.1 Tenders will **not** be opened immediately after the closing time for tenders.

C.3.11 The tenderers will be evaluated in four stages
 (i) Stage 1: Compliance with mandatory requirements as stated in Part T1.1

	<p>(ii) Stage 2: Functionality (iii) Stage 3: Price (iv) Stage 4: Preference</p>				
	<p>a) Stage 1: Administrative Compliance: The Compliance or compulsory documents and returnable are detailed in Section T.2.1 of this tender document. Failure to submit, complete or comply with these requirements will lead to automatic disqualification.</p> <p>b) Stage 2: Functionality</p> <p><u>NOTE: A bidder must obtain a minimum of 80% under functionality to qualify for final evaluation.</u></p> <p>Responsive bids will be evaluated using a point system which awards on the basis set out in the table below:</p> <table border="1" data-bbox="284 837 1286 1532"> <thead> <tr> <th data-bbox="284 837 1082 891">Functionality</th> <th data-bbox="1082 837 1286 891">Weighting</th> </tr> </thead> <tbody> <tr> <td data-bbox="284 891 1082 1532"> <p>Current Workload of Bidder</p> <ul style="list-style-type: none"> • Total value of current projects > R1billion = 0 • Total value of current projects between R500 000 001 and R999 999 999 = 5 • Total value of current projects between R200 000 001 and R500 000 000 = 7 • Total value of current projects < R200mil = 10 <p>Current value refers to the current value of projects for both General Building (GB) and Civil Engineering (CE). Please list the current projects which your company is busy executing in Table 1.</p> <p>NB: Completion of this table is mandatory for points to be allocated. Do not refer to any attachment. If no projects at the moment the tenderer must indicate on this table. Misrepresentation of facts will render your bid non-responsive.</p> </td> <td data-bbox="1082 891 1286 1532" style="text-align: center; vertical-align: middle;">10</td> </tr> </tbody> </table>	Functionality	Weighting	<p>Current Workload of Bidder</p> <ul style="list-style-type: none"> • Total value of current projects > R1billion = 0 • Total value of current projects between R500 000 001 and R999 999 999 = 5 • Total value of current projects between R200 000 001 and R500 000 000 = 7 • Total value of current projects < R200mil = 10 <p>Current value refers to the current value of projects for both General Building (GB) and Civil Engineering (CE). Please list the current projects which your company is busy executing in Table 1.</p> <p>NB: Completion of this table is mandatory for points to be allocated. Do not refer to any attachment. If no projects at the moment the tenderer must indicate on this table. Misrepresentation of facts will render your bid non-responsive.</p>	10
Functionality	Weighting				
<p>Current Workload of Bidder</p> <ul style="list-style-type: none"> • Total value of current projects > R1billion = 0 • Total value of current projects between R500 000 001 and R999 999 999 = 5 • Total value of current projects between R200 000 001 and R500 000 000 = 7 • Total value of current projects < R200mil = 10 <p>Current value refers to the current value of projects for both General Building (GB) and Civil Engineering (CE). Please list the current projects which your company is busy executing in Table 1.</p> <p>NB: Completion of this table is mandatory for points to be allocated. Do not refer to any attachment. If no projects at the moment the tenderer must indicate on this table. Misrepresentation of facts will render your bid non-responsive.</p>	10				

<p>Profile of key staff (the key staff must be linked to project-specific organogram). CVs and certified copies of qualifications must be attached for points to be allocated.</p> <p>NB: List the details of key staff in Table 2. Completion of this table is mandatory for points to be allocated.</p>	<p>Weighting</p>
<p>Project Supervisor/Site Agent/ Site Manager</p> <p>Qualification</p> <ul style="list-style-type: none"> • Registration as a professional engineer, technologist, architect, construction manager, construction project manager or quantity surveyor = 5 • Degree in built environment = 3 • National Diploma in Built environment = 1 <p>Experience</p> <ul style="list-style-type: none"> • 15 years' experience or more = 5 • Between 10 and 14 years' experience = 3 • Between 5 and 9 years' experience = 1 • Less than 5 years' experience = 0 <p>Construction Manager/ Project Manager/ Contracts Manager</p> <p>Qualification</p> <ul style="list-style-type: none"> • Degree in built environment and Registration as a professional engineer, technologist, architect, construction manager, construction project manager or quantity surveyor = 5 • National Diploma in Built environment and Registration as a professional engineer, technologist, architect, construction manager, construction project manager or quantity surveyor = 2 • No registration = 0 <p>Experience</p> <ul style="list-style-type: none"> • 15 years' experience or more = 5 • Between 10 and 14 years' experience = 3 • Between 5 and 9 years' experience = 1 • Less than 5 years' experience = 0 <p>Site Safety Officer</p>	<p>30</p>

<p>Qualification</p> <ul style="list-style-type: none"> • Registration with the South African Council for Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Officer / Construction Health and Safety Manager = 5 • No registration with the South African Council for Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Officer / Construction Health and Safety Manager = 0 <p>Experience</p> <ul style="list-style-type: none"> • 15 years' experience or more = 5 • Between 10 and 14 years' experience = 3 • Between 5 and 9 years' experience = 1 • Less than 5 years' experience = 0 	
<p>Experience in similar projects in the last 10 years</p> <ul style="list-style-type: none"> • If largest project value is greater than R1billion = 20 • If largest project value is more than R500 000 000 but less than R1billion = 15 • If largest project value is more than R200 000 000 but less than R500 000 000 = 10 • If largest project value is more than R90 000 000 but less than R200 000 000 = 5 • If largest project value is less than R90 000 000 = 0 <p>NB: The details of completed projects must be entered in Table 3. Completion of this table is mandatory for points to be allocated. Appointment letters and completion certificates must be attached for points to be allocated.</p>	<p>Weighting</p> <p>20</p>

Table 2 Details of key staff

Please note that it is compulsory to complete the table below. If the table is not completed the points will not be allocated.

Name	Position	Qualifications	Professional Registration (if any)	Experience: Number of years	Indicate whether full time or part-time on this project

Table 3: Details of projects completed in the last 10 years

The details of completed projects must be entered in Table 3. Completion of this table is mandatory for points to be allocated. Appointment letters and completion certificates must be attached for points to be allocated.

Project Description (include type of works- GB, CE, etc.)	Project Value	Completion Certificate attached (Yes/No)	Client Name	Contact Person (Tel)

Proposal and methodology	Weighting
<ul style="list-style-type: none"> • Project Proposal/Method Statement Project Proposal/Approach =10 - Project Proposal / Method Statement covers all aspects of the project scope of work and construction procedures = 10 - Project Proposal / Method Statement partly covers aspects of the project scope of work and construction procedures = 5 - Project Proposal / Method Statement does not cover any aspects of the project scope of work of work and construction procedures = 0 	10
Financial Capability	Weighting
<ul style="list-style-type: none"> • Bank Rating Bank Rating (Submission of an original Bank Rating Letter issued by a banking institution that is a registered financial services provider with the South African Reserve Bank) – Maximum Points = 10 - Bank Rating Level A: = 10 - Bank Rating Level B: = 5 - Bank Rating Level C & Above: = 0 • Annual Financial Statements Submission of latest annual financial statements for two financial years prepared an accountant – Maximum Points = 10 - Turnover of R200 000 000 and above: = 10 - Turnover less than R200 000 000 = 0 • Guarantee Letter of Intent Guarantee Letter of Intent – Maximum Points =10 - Submission of an original Guarantee Letter of Intent issued by an institution that is a registered financial services provider with the respective South African regulatory authority and a registered credit provider with the National Credit Regulator (NCR): = 10 	30

Stage 3 and 4:

The procedure for final evaluation of responsive tenders is Method 2 (Financial offer and preference). The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.

$$TEV = NFO + NP$$

a) N_{FO} is the number of tender evaluation points awarded for the financial offer made. The score for financial offer is calculated using the following formula:

$$P_m = A * \left(1 - \frac{(P_o - P_m)}{P_o} \right)$$

Where:

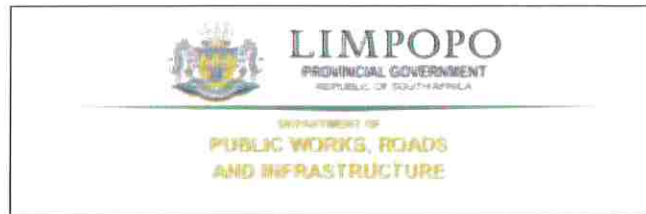
A is 80 since the estimated financial value of works inclusive of VAT is equals or is less than R 50,000,000.00.

P is the points awarded to the bid under consideration

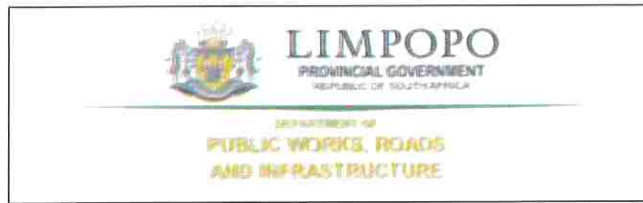
P_m is the lowest Comparative bid price

P_o is the comparative price under consideration

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule in 3.18



PART T2: RETURNABLE DOCUMENTS



T2.1: LIST OF RETURNABLE DOCUMENTS

1. The tenderer is required to submit with their tender the following documents, which shall also form part of the Stage 1 evaluation process. Failure to submit, complete or comply with these requirements will lead to automatic disqualification:

- a) A certified copy (not older than 6 months) of the Company Registration Documents (CIPC/CK/Share Certificate, etc.)
- b) Certified copies (not older than 6 months) of Directors' ID
- c) A signed Joint Venture Agreement (if Tenderer is a Joint Venture)
- d) Registration on the CSD database (A CSD number or CSD summary Report may be provided)
- e) A copy of a valid COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g. Letter of Good Standing
- f) A copy of a valid Unemployment Insurance Certificate.
- g) A copy of a valid CIDB grading certificate
- h) Latest Annual Financial Statements for two financial years
- i) An original bank rating letter from a banking institution.
- j) An original Guarantee Letter of Intent from an institution that is a registered financial services provider
- k) The bidder should also not appear on the National Treasury's list of black listed entities
- l) Certificate of Authority for Signatory
- m) Volume 1 Bid Documents:
 - i. Fully completed SBD1, SBD4 and SBD 6.1 forms
 - ii. Record of Addenda to tender documents
 - iii. Proposed amendments and qualifications
 - iv. Fully completed Form of Offer (Part C1.1.)
 - v. Declaration on the status of Administrative compliance
- n) Volume 2 Bid Documents:
 - i. Priced Bills of Quantities completed in black ink

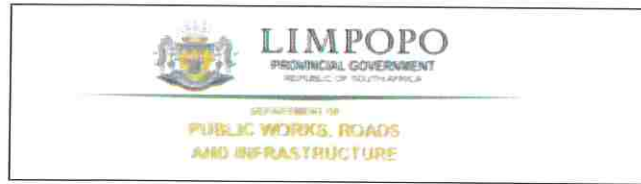
2. The following returnable documents are **required for tender evaluation purposes. Tenderers will not be disqualified for failure to submit or complete these returnables. However, it will affect the awarding of points during evaluations.**

- a) Appointment letters, Practical and Final completion certificates on the completed projects.
- b) Curriculum Vitae of all key staff allocated to this project, indicating their experience and qualifications and professional registration with relevant council or body.
- c) Certified copies (not older than 6 months) of all qualifications, professional registrations and IDs of key personnel.

- d) Director's medical certificate confirming disability from a Medical Practitioner registered with the Health Professional Council of South Africa (HPCSA).
- e) Project Proposal / Method Statement
- f) Proof of Address in the form of company municipal statements or letter from the Traditional Council/ Chief or lease agreement.
- g) Completion of Functionality Table 1, Table 2 and Table 3.

T2.2: RETURNABLE SCHEDULE

Bidders shall indicate whether the list of returnables has been submitted together with the following completed documents or attachments (by indicating Yes or No)		Complaint	
1.	A Valid Copy of the Certified Company Registration Documents (CIPC/CK/Share Certificate, etc.)		
2.	Certified Copies of Directors' ID		
3.	A signed Joint Venture Agreement (if Tenderer is a Joint Venture)		
4.	CSD Summary Report		
5.	A valid and active Tax Compliance Status Pin issued by the South African Revenue Services.		
6.	A copy of a valid COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g. Letter of Good Standing.		
7.	A copy of a valid Unemployment Insurance Certificate.		
8.	CIDB grading certificate		
9.	Certificate of Authority for Signatory		
10.	Annual Financial Statements		
	Tender Forms:		
11.	SBD 1, SBD 4. And SBD 6.1. forms		
12.	Fully completed Form of Offer		
13.	Bills of Quantities completed in black ink		
14.	Completion of Functionality Table 1, Table 2 and Table 3.		



Declaration on the status of administrative compliance

Please indicate, by circling either **Yes** or **No**, whether the administrative information submitted with the original framework tender documents has changed or not. If yes, kindly provide the particulars below and any supporting documents.

.....

.....

.....

.....

Signed _____ Date _____

Name _____ Position _____

Tenderer



Record of Addenda to tender documents

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

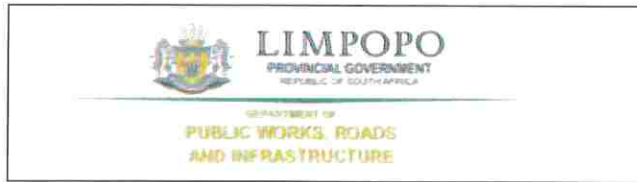
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



Proposed amendments and qualifications

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

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

SBD 1

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE

BID NUMBER:	LDPWRI-B/20346	CLOSING DATE	As per Tender Advert	CLOSING TIME:	11:00am
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DESCRIPTION CONSTRUCTION OF NEW LIMPOPO PROVINCIAL THEATRE AT BAKONE MALAPA, POLOKWANE IN CAPRICORN DISTRICT

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE.

Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Mr. NJ Motsopye				
TELEPHONE NUMBER	015 284 7126	E-MAIL ADDRESS	motsopyen@dpw.limpopo.gov.za		
CONTACT PERSON (TECHNICAL)	Mr. Maluleke ZV				
TELEPHONE NUMBER	015 284 7219	E-MAIL ADDRESS	malulekev@dpw.limpopo.gov.za		

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
 YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
 YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
 YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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

2.2 Do you, or any person connected with the bidder, have a relationship

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.

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.
- 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

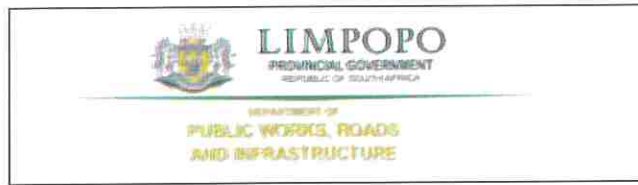
² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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



SBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
- a) The applicable preference point system for this tender is the **90/10** preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**
- The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{array}$$

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:

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

Where

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

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

Table 4: 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 the preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	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)
Persons who had no franchise in national elections prior to 1983 and 1993	2	-		
Promotion of Women owned enterprises	1	-		
Disabled persons	1	-		
Promotion of SMMEs	1	-		
Enterprises located in Limpopo Province	2	-		
Promotion of youth	1	-		
Promotion of South African Owned enterprises	2			

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]

CONSTRUCTION OF NEW LIMPOPO PROVINCIAL THEATRE AT BAKONE MALAPA, POLOKWANE IN CAPRICORN DISTRICT - LDPWRI-B/20346

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

.....

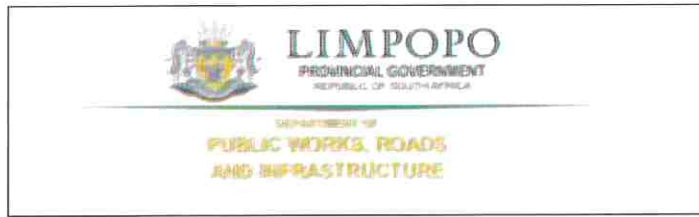
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....



PART C1: AGREEMENT AND CONTRACT DATA

C1.1. FORM OF OFFER AND ACCEPTANCE

Offer

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

CONSTRUCTION OF NEW LIMPOPO PROVINCIAL THEATRE AT BAKONE MALAPA, POLOKWANE IN CAPRICORN DISTRICT: LDPWRI-B/20346

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

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

THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)

.....
.....
.....
..... Rand (in words);
(in figures) R.....

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s): _____
Name(s): _____
Capacity: _____
For the tenderer: _____
Name & signature of witness: _____
Date: _____

Acceptance (To be completed by the employer – not the bidder)

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the Consultant the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

	Employer's Representative	Witness
Signature(s):	_____	_____
Name(s):	_____	_____
Capacity:	_____	_____
Date:	_____	_____
Name and Address of Organization	_____	

Schedule of Deviations

- 1 Subject
- Details
-
-
-

- 2 Subject
- Details
-
-
-

- 3 Subject
- Details
-
-
-

- 4 Subject
- Details
-
-
-

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

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

C1.2 CONTRACT DATA

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities, and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the **CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts Gazette Notice No. 36190 of 25 February 2013.**"

C1.3 JOINT VENTURE AGREEMENT (if applicable)

Note: Bidder to attach joint venture agreement in this section if applicable.

SAFCEC JOINT VENTURE AGREEMENT

JOINT VENTURE AGREEMENT made and entered into by and between:

.....of

..... (hereafter referred to as.....)

of the first part;

and

..... of

..... (hereafter referred to as.....)

of the second part;

PREAMBLE

WHEREAS the Parties have formed a Joint Venture in order to submit tenders to the

..... for the construction of

.....
(hereafter referred to as the "works").

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. FORMATION OF JOINT VENTURE

1.1 The Parties hereby associate themselves into and as a Joint Venture in accordance with the provisions of this Agreement under the style or firm name of..... JOINT VENTURE.

1.2 The Parties hereto agree and undertake that they will not disclose the contents of this Agreement to persons with whom they may have any dealings directly or indirectly arising from the conclusion of this Agreement and the operation and establishment of the Works.

1.3 Notwithstanding that the parties may be jointly and severally bound to the....., should the Joint Venture be awarded the contract by the for the construction of the Works, nothing herein contained shall be interpreted as giving rise to a general partnership between the parties or limiting the rights or powers of either party to carry on its separate business for its sole benefit.

2. OBJECT AND MOTIVATION

The sole object for which this Joint Venture is established and the sole business of the Joint Venture is to negotiate for and conclude a contract for the execution of the Works and to carry out such Works to finality, all in accordance with the terms of this Agreement.

3. PROFITS AND LOSSES

3.1 The profits and losses of the Joint Venture shall be borne by And.....In the proportions % and% respectively (hereinafter referred to as "the Specified Proportions").

3.2 In addition to any other provisions contained in this Agreement, the functions, duties, obligations and responsibilities of and..... under this Joint Venture agreement and in the execution of the Works will be to provide all bridging finance, guarantees and resources necessary to successfully carry out the project in proportion to the specified proportions, in which proportions all profits, losses, costs, liabilities and assets and any other responsibilities, whether pecuniary or otherwise, shall be shared equally, as far as possible.

4. DURATION

The operation of this Agreement shall be deemed to have commenced on the Day of 200..., and shall terminate, except insofar as the provisions of Clauses 5 and 6 apply, upon the happening of any of the following events, whichever shall be earlier:

4.1 Award of the Contract by for the construction of the Works to an outside party or parties, or

4.2 In the case of contract award, at the time the contract is terminated and all rights and obligations of the parties in connection with such contract and in connection with this Agreement have ceased, but in no case before the conclusion of any maintenance period in the contract and the cancellation and/or refund of all guarantees and bonds. The Joint Venture existence shall also be deemed to continue insofar as the Joint Venture is responsible for latent defects under the contract.

3. EXCLUSIVITY

The Parties agree and undertake in favour of each other that neither of them shall, except in accordance with the intention expressed in this agreement, be associated in any manner, either directly or indirectly, with any investigation, negotiation, tender or proposal for the performance of or incidental to the execution of the Works and including any variation by way of addition or omission from the scope of the Works or the extension to the Works, nor invest in any company, enterprise or partnership in any manner related thereto, either as previously agreed by the Management Committee in writing.

6. PRE-CONTRACT COSTS

6.1 All costs incurred by the Parties prior to the day of 200....., shall be for their own account.

6.2 Costs incurred by the Parties after the day of 200... and approved by the Management Committee, shall be borne by the Parties in the Specified Proportions.

7. MANAGEMENT COMMITTEE

7.1 The day-to-day affairs of the Joint Venture shall be under the control of a Management Committee which shall consist of one representative of each of the parties. Within the terms of this agreement and the contract, if awarded, each such member shall have full authority to bind the party and/or parties he represents in all matters relating to the affairs of the Joint Venture.

No party to this agreement may bind the other party hereto without the prior consent of such other party, nor may the Management Committee bind the Joint Venture or any party beyond the terms of this agreement or the contract without the prior written consent of both parties.

The parties hereto shall be obliged immediately upon signature of this Agreement, to appoint their representatives and the first meeting of the Management Committee will be held immediately thereafter. The parties shall be obliged at all times to maintain a representative on the Management Committee.

7.2 Each representative on the Management Committee shall be entitled to appoint, and from time to time remove and replace, an alternate who shall, at any meeting of the Management Committee at which the representative whom he represents is absent, be vested with all rights and powers and subject to all obligations of the representative whom he represents.

7.3 The Chairman at meetings of the Management Committee shall be a representative from and.....respectively on a six months rotation basis commencing With.....

7.4 Meetings of the Management Committee shall take place at such times and places as the Committee shall determine, provided that the Chairman shall be obliged to convene a meeting of the Management Committee not later than 10 days after being required to do so by any one of the parties to this agreement. Not less than five days' notice of any meeting of the Management Committee shall be given to the representatives thereof and their alternates.

7.5 Decisions of the Management Committee shall be unanimous, provided that If the representatives or the alternates fail to agree on any decision, the meeting at which that decision is sought shall be adjourned for a period of 24 hours and should the representatives

then not agree on the course of action to be taken the matter shall be referred to the Executive Board for a decision. The decision of such Executive Board shall be placed before a further adjourned meeting, which shall take place no later than 72 hours after the initial adjourned meeting, and shall bin the Management Committee which shall adopt such decision without variation.

7.6 Subject to 7.7 below, decisions of the Management Committee may be reached telephonically, telegraphically, by facsimile or in writing.

7.7 Decisions of the Management Committee, whether at a meeting or otherwise, shall be recorded in written minutes which shall be distributed by the Chairman, for the time being to the members of the Management Committee not later than seven days after those decisions have been taken. Such minutes shall be deemed to have been affirmed unless dissented from not later than seven days after they are deemed to have been received by the dissenter.

7.8 The Management Committee may, as it wishes, decide to increase the number of its members for or invite other parties to attend any of its meetings. Such co-opted members or observers shall not have a vote.

7.9 The Management Committee shall have the power to delegate such of its powers and duties as it may determine in the best interests of the parties.

7.10 No remuneration shall be paid by the Joint Venture to the parties' representatives on the Management Committee in their capacities as such.

7.11 The administrative function regarding the operation of the Management Committee shall be fulfilled by the Chairman.

8. POWERS OF THE MANAGEMENT COMMITTEE AND DIRECTION OF THE PROJECT MANAGER

The functions, responsibilities and powers of the Management Committee shall be:

8.1 To appoint the Project Manager who shall be nominated by and and who shall attend all meetings of the Management Committee for the implementation of its policies and act only in accordance with its directives and its established procedures. The Project Manager shall be removed in terms of 10 hereof and his successor(s) shall be nominated by and.....And approved by the Management Committee.

8.2 To formulate and dictate to the Project Manager overall policy in regard to the following:

8.2.1 The general day-to-day management of the affairs of the Joint Venture.

8.2.2 Representation of the Joint Venture in dealing with the Resident Engineer/Engineer/Client and third parties on matters affecting the Joint Venture as a whole.

8.2.3 Co-ordination of the activities of the parties.

8.2.4 Preparation by agreement with the parties and supervision of the programme of the Works.

8.2.5 Ensuring that the responsibility of each of the parties in regard to technical and contractual matters is preserved.

8.3 To make such provisions as are necessary to enable the Project Manager to perform his tasks.

8.4 To approve the balance sheets and accounts of the Joint Venture.

8.5 To approve the tender submitted by the Joint Venture and to approve or withhold approval for and amendment proposed thereto.

8.6 To approve the appointment of legal advisers and auditors where such appointments are necessary

8.7 To determine the nature and extend of any additional duties and functions of each of the parties in relation to this Joint Venture.

8.8 To determine the terms and conditions of employment of personnel as well as emoluments seconded by the parties to the Joint Venture.

8.9 Subject to the terms and conditions of this agreement, to determine and approve:

8.9.1 The amount and type of working capital requirements of the Joint Venture.

8.9.2 All borrowings, guarantees and like obligations undertaken by the parties to the Joint Venture.

8.9.3 The insurance to be taken out by the Joint Venture.

8.9.4 The nature, method and amount of all claims.

8.9.5 When and in what amount to distribute dividends to the parties hereto, save that any decision in terms of which the Joint Venture will undertake further work outside of the original scope of the contract or any variation or amendment of this agreement of the contract, shall require the unanimous agreement of the parties before becoming effective and binding the Joint Venture.

8.9.6 The approval and appointment of all sub-contractors.

9. THE EXECUTIVE BOARD

9.1 The Executive Board shall consist of one representative of each of the parties who shall be the Chief Executive Officer of each Joint Venture partner or their nominated deputy but shall not be the same representative as appointed to the Management Committee in terms of Clause 7.1 hereof. The Executive Board shall be the mediation authority of the Joint Venture which shall decide on all issues which are referred to it by the Management Committee as well as on all issues where the Management Committee is not unanimous.

9.2 Decisions of the Executive Board, whether original decisions or decisions taken after referral from the Management Committee shall be implemented by the Management Committee as per Clause 7.5.1.

9.3 Decisions of the Executive Board shall be unanimous.

9.4 Effect shall be given to a resolution arrived at unanimously.

9.5 In the event of the Executive Board not being unanimous in its decision the matter is to be referred to arbitration in terms of Clause 16 hereof.

9.6 Subject to 9.7 as read in conjunction with 7.7 and, provided that they are unanimous, decisions of the Executive Board may be reached telephonically, telegraphically or in writing. If reached telephonically or otherwise orally such decision must be confirmed in writing within 24 hours.

9.7 The Minutes of meetings of the Executive Board shall be handled mutatis mutandis in the manner per Clause 7.7.

9.8 The administrative functions regarding the operation of the Executive Board shall be fulfilled by the Chairman of the Management Committee, who shall not be entitled to a voice or a vote at Executive Board meetings.

10. PERSONNEL

10.1 The Project Manager shall be appointed as provided in Clause 8.1 hereof.

10.2 The person nominated to the office of Project Manager shall be subject to removal from such office by decision of the Management Committee.

10.3 All the remuneration and emoluments of employment of the Project Manager shall be an expense of and paid by the Joint Venture, provided that a party shall be entitled by notice in writing delivered to the other parties to elect that the person to be nominated by it to fill the offices of project Manager shall be seconded to the Joint Venture in which event the remuneration and emoluments which would otherwise have been paid to such persons while filling such offices shall be paid to the member responsible for their nomination or otherwise as such member shall direct and subject to such payment being duly and promptly paid to the member or its nominee, the member will hold harmless and keep indemnified the Joint Venture and the other members from all actions, proceedings, claims and demands by such persons or otherwise howsoever in respect of such remuneration and emoluments. The remuneration and emoluments to be paid and allowed by the Joint Venture to the Project Manager shall be determined from time to time by the Management Committee and borne by the parties hereto in the Specified Propositions.

10.4 The members of the Management Committee and Executive Board and their proxies and alternates shall not be employees of the Joint Venture and shall not be entitled to claim any salary or remuneration from the Joint Venture by virtue of such appointments unless the Management Committee shall otherwise decide in writing.

10.5 shall be appointed as Secretaries to the Joint Venture. Save for matters pertaining to the works and the contract, Shall be consulted on all matters of an Administrative and financial nature arising in connection with the business of the Joint Venture where their particular experience, knowledge, facilities and skills in matters of this nature shall be considered to be of benefit to the Joint Venture.

11. FINANCING

11.1 Working Capital

11.1.1 Banking accounts shall be opened in the name of the Joint Venture with banks and at such places as may be determined by it, and the parties shall be responsible for the payment in the Specified Properties of such sums to the credit of such banking accounts as shall from time to time be required by way of working capital for the Joint Venture.

11.1.2 Any amounts from time to time advanced by the parties to the Joint Venture in terms of this agreement shall be placed to the credit of their respective capital accounts in the Joint Venture

11.1.3 The banking accounts referred to in sub-clause 11.1.1 hereof shall be operated, and cheques thereon shall be drawn in accordance with the instructions to the bankers in question. Withdrawals from these banking accounts shall be effected on the authority of persons nominated thereto by the Management Committee.

11.1.4 Should any party fail to make payment to the Joint Venture of any amount which it is obliged to pay in terms of sub-clause 11.1.1 hereof, after the expiry of a period of seven days from the date of notice requiring it to make such payment, the party to default shall be liable

for payment of interest to the other parties on the amount so withheld at the rate of Prime Bank rate charged by Joint Venture Bankers per annum should such other parties have advanced the aforesaid sum.

11.1.5 All revenue derived by the Joint Venture from the contract shall forthwith be deposited to the credit of the banking accounts referred to in sub-Clause 1.1.1 hereof.

11.1.6 The amount for the time being standing to the credit of the Joint Venture's banking accounts shall be applied:

11.1.6.1 In discharging the obligations of the Joint Venture in accordance with their tenor; provided that the Management Committee shall be entitled to require the payment of any liability prior to its due date if such anticipated payment will result in the allowance by the creditor in question of an advantageous discount to the Joint Venture for prompt payment;

11.1.6.2 As to any surplus of funds for the time being in the said banking account, subject to the agreement of the parties as payment to the parties in the Specified Proportions or in proportion to their participation of the time being in the Joint Venture, save that any such surplus shall first be utilised for the purpose of eliminating or reducing any disproportion in the ratios of the parties respective capital accounts.

11.2 Capital and Advances

11.2.1 The amount of capital required by the Joint Venture to attain its object (and which includes all loans, guarantees, indemnities, reserves) shall be determined from time to time by the Management Committee, and upon being so determined shall forthwith be contributed by the parties to the Joint Venture in the Specified Proportions.

11.2.2 If at any time any party to the Joint Venture shall, due to an emergency or with the consent in writing of the other parties advance any sum of money or to incur any liability on behalf of the Joint Venture over and above its due contribution to capital, then where money has been advanced, the same shall be a debt due from the Joint Venture to the party advancing the

money, and shall be repayable on thirty days' notice and shall bear interest at Prime Bank rate as charged by Joint Venture's bankers per annum from date of advance to date of payment. Where a party has incurred a contingent liability on the above basis, the other parties shall, within thirty days of being requested to do so in writing, relieve such party of its obligations thereunder to the extent that the obligations of the parties are in the Specified Proportions.

12. ACCOUNTS

12.1 The Joint Venture shall cause proper books of account and complete records to be kept as are customary in the Republic of South Africa relating to all the assets and liabilities of the Joint Venture and expenses incurred or income received by the Joint Venture.

Such book and records shall not be related to the affairs of the parties individually. The said books of account and records, together with all letters, papers or writings concerning or belonging to the Joint Venture shall be kept at site and such other place from time to time as determined by the Management Committee, and each of the parties to the Joint Venture shall at all times have free access and the right to inspect and copy the same.

12.2 Within thirty days of the end of every quarter during the continuance of the Joint Venture, the Joint Venture shall furnish to the Management Committee all necessary documents such as balance sheets, profit and loss accounts, bank balances and comparisons with budget and forecasts of cash flow and profits as are necessary to keep the Management Committee informed of the financial affairs of the Joint Venture.

Every such profit and loss account and balance sheet shall be agreed to and signed by the members of the Management Committee on behalf of the Joint Venture members, and when so signed, shall be binding on all the parties, except that if any manifest error therein be detected and pointed out by any party to the others at any time after such signature, such error shall forthwith be rectified.

12.3 After the completion of the contract and the release of all bonds, guarantees and obligations given for the performance of the parties in the Joint Venture, the joint Venture shall procure the preparation and auditing of a final balance sheet and profit and loss account, which shall be approved by the Management Committee, and from which the final profit and loss sustained by the Joint Venture shall be ascertained, and distributed to or contributed by the parties in proportion to their participation in the Joint Venture. This clause shall not be construed as prohibiting the interim distribution of profits or contribution towards losses in the discretion of the Management Committee.

13. WINDING UP

Upon the determination of the Joint Venture in accordance with the provisions of this agreement, a full and general account shall be taken of the assets and liabilities of the Joint Venture and of the transactions and dealings thereof, and with all convenient speed, such assets shall be sold and realised and the proceeds applied in paying and discharging such liabilities and the expenses of and incidental to the winding-up of the Joint Venture affairs and thereafter in paying to each Joint

Venture member its share of such proceeds in the Specified Proportions. The Joint Venture members respectively undertake to do all such things as may be necessary so as to give effect to the above.

14. BREACH

14.1 If a party ("the guilty party") shall commit a breach of any material provision of this agreement, and fail to remedy the same within a period of thirty (30) days after the receipt by it of written notice requiring it to do so, or be placed in liquidation or under judicial management, whether provisionally or finally, or propose any compromise with its creditors, the other parties ("the aggrieved parties") shall have the right, without prejudice to any of its other remedies arising from such breach, forthwith to terminate this agreement, in which event:

14.2 The guilty party's interest in the joint venture shall be taken over by the remaining parties. The aggrieved parties shall, in addition, have the right, if it so requires, to take over the capital account of the party in default.

Such capital account shall be valued on the basis of the nett assets revealed in an audited balance sheet and profit and loss account prepared as at the end of the month in which the default or other breach occurred; provided that the profit and loss account shall take into account the Joint Venture's share in the valuation of the work in progress, as shown in the Joint Venture accounts, at the date of preparation of the balance sheet and profit and loss account, after providing for any known or contemplated future losses to be incurred on the work undertaken or to be undertaken by the Joint Venture and provided further that should upon the completion of the contract or contracts, the provision for losses made in the valuation or work in progress as aforesaid prove to be incorrect, such provisions shall be adjusted. Provided the aggrieved parties have proved that the tender rates as escalated from time to time were inadequate, the guilty party shall be liable to the extent of the participation of such party for all losses incurred on the whole of the contract, including any losses incurred subsequent to the termination of the agreement in accordance with these provisions, but such party shall not be entitled to share in any profits earned subsequent to such termination.

14.3 The aggrieved parties shall have the right to recruit in its employment personnel seconded to the Joint Venture by the guilty party and, as a stipulation in favour of such personnel, the guilty party waives any claims it might otherwise have had against such personnel arising from their summary termination of their employment with the guilty party.

14.3 All plant hired by the guilty party to the Joint Venture shall remain on hire to and under the control of the aggrieved parties until the completion of the contract, or until the aggrieved parties shall release such plant from the operation of this sub-clause. Payment shall be made thereof monthly.

15. DISPUTES

15.1 Having regard to the high degree of good faith which must exist between the parties, the parties agree to do their utmost to ensure that the disputes between them are settled equitably and amicably and where possible without resort to arbitration.

15.2 In the event of any differences or dispute of whatever nature arising from this agreement (which shall include any failure to agree on any matter which requires the parties' agreement for the purposes of implementation of this agreement) or any other matter related thereto which cannot be settled by direct negotiation between the parties, such differences or dispute shall be referred to arbitration in terms of Clause 16 hereof.

16. ARBITRATION

16.1 Save as hereinafter provided, any dispute at any time between any of the parties hereto in regard to any matter arising out of this agreement or its interpretation or rectification shall be submitted to and decided by arbitration.

16.2 The arbitration referred to in 16.1 shall be held –

16.2.1 At

16.2.2 In a summary manner, i.e. on the basis that it shall not be necessary to observe or carry out either

16.2.2.1 the usual formalities or procedure (e.g. there shall not be any pleadings or discovery); or

16.2.2.2 the strict rules of evidence.

16.2.3 Immediately and with a view to its being completed within twenty-one business days after it is demanded;

16.2.4 Otherwise (but subject to © (d) and (e) under the provisions of the Arbitration Act No. 42 of 1965 or the Republic of South Africa as amended from time to time).

16.3 The Arbitrator shall be, if the question in issue is -

16.3.1 Primarily an accounting matter, an independent accountant;

16.3.2 Primarily a legal matter, a practising Senior Counsel of not than five years standing as such;

16.3.3 Any other matter, an independent person unanimously agreed upon between the parties and failing agreement appointed by the President for the time being of the South African Federation of Civil Engineering Contractors.

16.4 If agreement cannot be reached within seven business days after the arbitration has been demanded as to whether the question in issue falls under 16.3.1, 16.3.2 or 16.3.3, then a

Practising Senior Counsel of not less than five years' standing as such agreed upon between the parties, and failing agreement appointed by the President for the time being of the Society Of Chartered Accountants as soon as possible thereafter, shall determine whether the question in issue falls under 16.3.1, 16.3.2 or 16.3.3 so that an arbitrator can be appointed and the arbitration can be held and concluded, if possible, within the prescribed period of twenty-one days.

16.5 The arbitrator shall decide the matters submitted to him according to what he considers just and equitable in the circumstances and, therefore, the strict rules of law need not be observed or be taken into account by him in arriving at his decision.

16.6 The parties irrevocably agree that the decision in those arbitration proceedings -

16.6.1 shall be binding on them;

16.6.2 shall be carried into effect;

16.6.3 can be made an order of any court of competent jurisdiction.

17. CONFIDENTIALITY

17.1 All matters relating to this agreement, any negotiations and the contract for the construction of the Works resulting therefrom shall be regarded by the parties hereto as being highly confidential, and shall not be disclosed without prior written consent of the management Committee to any party, person or entity who or which is not a signatory to this Agreement, except where such disclosure is necessary for the fulfilment of this Agreement.

No party shall at any time hereinafter use any technical information, save that in the public domain, acquired from the other parties hereto except for the purposes of fulfilment of the contract.

17.2 No party shall have the right to advertise, or otherwise permit, the dissemination of publicity concerning its participation in the Joint Venture unless:

17.2.1 the relevant material shall make due reference to and acknowledgement of the work of the other parties;

17.2.2 the relevant material shall, for its dissemination is within the control of the party in question, have been approved by the other parties, which approval shall not be unreasonably withheld.

18. ASSIGNMENT

18.1 No party shall cede, assign or in any other way make over any of its rights or obligations under this agreement without the written consent of the other parties except insofar as such assignment or alienation is to any wholly-owned subsidiary company of that party.

18.2 In the event of such assignment or alienation taking place, the initial party shall jointly and severally and in solidum guarantee the obligations or the assignee towards the remaining parties.

19. GENERAL

19.1 No party shall have a claim against the other parties arising out of a failure to secure the contract, except insofar as the parties are liable to bear the joint venture expenses in the Specified Proportions.

19.2 Any changes and supplementary provisions concerning this agreement shall require the written approval of all the parties hereto.

19.3 Variations not effective unless in writing

No variation, modification or waiver of any provision of this agreement, or consent to any departure therefrom, shall in any event be of any force or effect unless unanimous and confirmed in writing and signed by the parties; then such variation, modification, waiver or consent shall be effective only in the specific instance and for the purpose and to the extent for which made or given.

19.4 Additions to the Joint Venture

No additional parties shall be admitted to the Joint Venture unless the parties to this agreement unanimously agree and subject to the Conditions of Contract for the Works. All sub-contractors must be approved by the Management Committee in accordance with procedures to be established by the said Committee.

19.5 Company formation

Should the parties at any time unanimously agree to form a company to take over the interest of the Joint Venture in the contract and the assets of the joint Venture, the parties undertake to enter into a Shareholders Agreement embodying insofar as it is reasonably possible and practicable the terms hereof and, in addition, including therein a provision affording each party a right of pre-emption to any shares in the company which the other may from time to time wish to dispose of. For the Works the formation of a company shall be subject to the General Conditions of Contract for the Works.

19.6 Domicilium

19.6.1 The parties hereto respectively choose domicilium citandi et executandi for all purposes of and in connection with this agreement as follows:

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19.6.2 The parties hereto shall be entitled to change their domicilium from time to time, and any such change shall only be effective upon receipt of notice in writing by the other parties of such change.

19.6.3 All payments to be made pursuant to this agreement, and all notices, demands or communications intended for any party, shall be made or given at such party's domicilium for the time being, and if forwarded by prepaid registered post, shall be deemed to have been made or given seven days after the date of posting unless proved to the contrary.

19.7 Currency

All amounts referred to in this agreement and all monies payable to or by the parties to the Joint Venture in connection with the Joint Venture shall be both calculated and paid in currencies from time to time and at places to be agreed by the Management Committee.

19.8 Governing Law

This agreement shall be construed in accordance with and governed by the laws of Republic of South Africa. The English language version of this agreement shall prevail.

19.9 All correspondence between the parties in regard to this agreement and the contract shall be in the English language.

19.10 Each party shall bear its own costs incurred in the preparation and negotiation of this agreement.

19.11 This agreement over-rides any previous agreement or arrangements concluded between the parties in regard to the works and contract. Notwithstanding the provisions of Clause 19 hereof, the parties agree that any variations to the provision of this agreement and any decisions in terms of which this Joint Venture will undertake further work outside the original scope of the contract referred to earlier, shall require the unanimous agreement of the parties before becoming effective and binding on the parties.

19.12 In the interpretation of this agreement, works in the singular shall include the plural and vice versa as the context may require. The headings to clauses shall not be considered part thereof nor shall the words which they contain be taken into account in the interpretation of any clause.

THUS DONE AND SIGNED AT THISDAY OF
..... 20....

For and behalf of:

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AS WITNESS:

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CONSTRUCTION OF NEW LIMPOPO PROVINCIAL THEATRE AT BAKONE MALAPA, POLOKWANE IN CAPRICORN DISTRICT - LDPWRI-B/20346

THUS DONE AND SIGNED AT THISDAY OF 20...

For and behalf of:

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AS WITNESS:

1.
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