

Northern Cape Department of Co-operative Governance, Human Settlement and Traditional Affairs

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

VOLUME 1: CONTRACT DOCUMENT

April 2021

TENDER SUBMITTED BY:

Name of Company : _____

Address: _____

Telephone No: _____



WP Nr: 2334-10-05

Prepared for:

Northern Cape Department of Co-operative Governance, Human Settlement and Traditional Affairs

Private Bag X5005
Kimberley
8300

Tel: +27 (0) 53 830 9400



Beneficiary:

Sol Plaatje Municipality
Private Bag X5030
Kimberley



Prepared by:

Bigen Africa Services (Pty) Ltd

4 Jacobus Smit Street
Labaram
Kimberley, 8301

PO Box 110092, Kimberley, 8306

Contact person: Louis Gertenbach

Tel: +27 (0) 53 831 2935

Fax: +27 (0) 86 518 5094

Email: louis.gertenbach@bigenqgroup.com



Closing Date: 30 April 2021 at 11h00

SBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	2334-10-05/ID01	CLOSING DATE:	30 April 2021	CLOSING TIME:	11h00
DESCRIPTION	Lerato park integrated housing development Internal civil engineering services: phase 5				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Larry Moleko Louw Building					
Department of Cooperative Governance, Human Settlement and Traditional Affairs					
9 Cecil Sussman Road					
Kimberley					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]		
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:			
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON	LG Gertenbach	
CONTACT PERSON			TELEPHONE NUMBER	0829081958	
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS			louis.gertenbach@bigengroup.com		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD1

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 ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

END OF SECTION

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*







LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

CONTENTS LIST

DESCRIPTION	COLOUR
VOLUME 1	
LOCALITY PLAN	
PORTION 1 TENDER	
Part T1 Tendering procedures	
Section T1.1 Tender notice and invitation to tender	White
Section T1.2 Tender data	Pink
Section T1.3 Standard conditions of tender	Pink
Part T2 Returnable documents	
Yellow	
Section T2.1 List of returnable documents	
Section T2.2 Returnable schedules	
PORTION 2 CONTRACT	
Part C1 Agreements and contract data	
Yellow	
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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Part C2 Pricing Data

Yellow

- Section C2.1 Pricing Instructions
- Section C2.2 Bill of quantities
- Section C2.3 Summary of schedules

Part C3 Scope of work

Blue

- Section C3.1 Description of the Works
- Section C3.2 Engineering
- Section C3.3 Procurement
- Section C3.4 Construction
- Section C3.5 Management

Part C4 Site Information

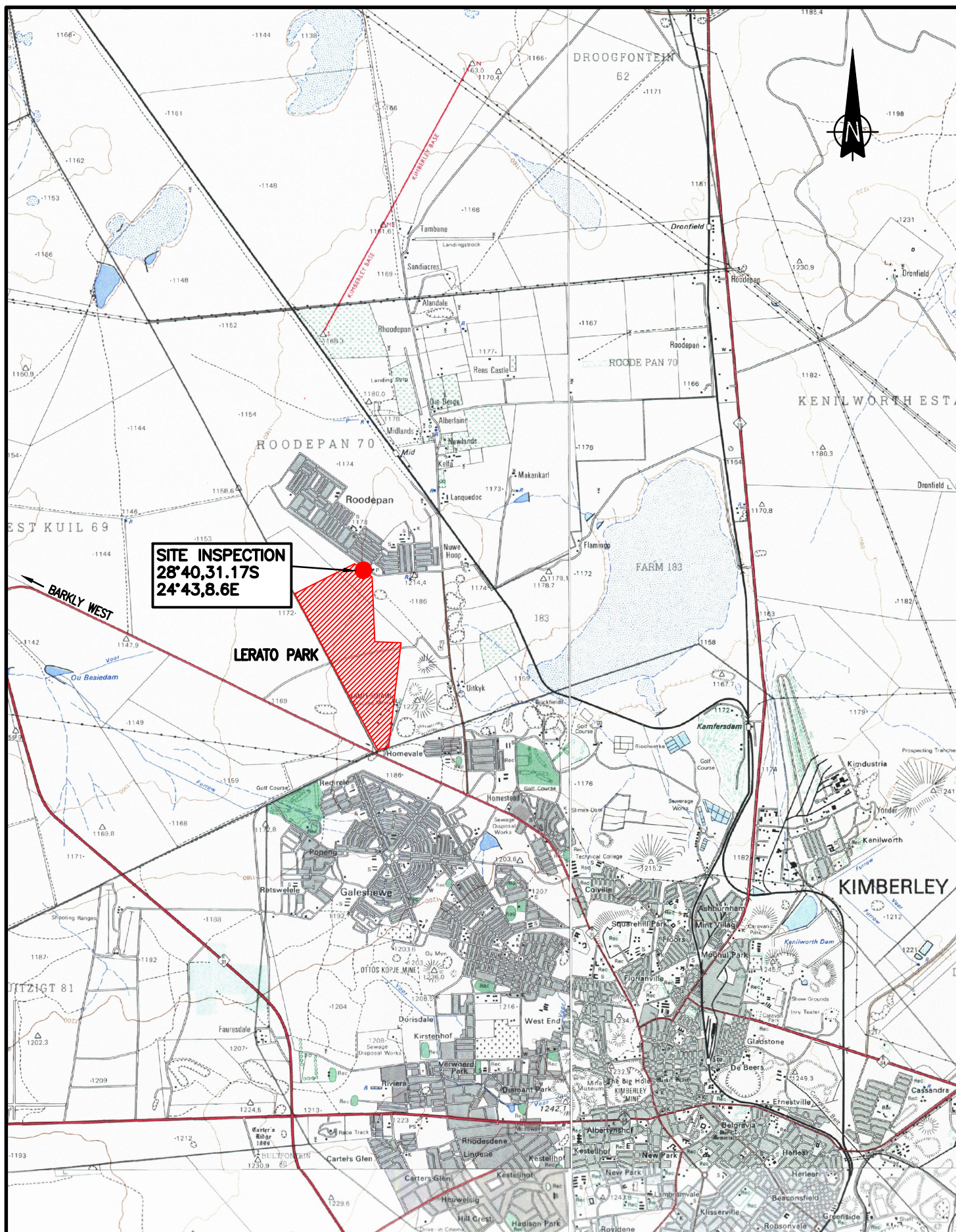
Green

VOLUME 2: BOOK OF DRAWINGS

(See Drawing Register bound into Volume 2)

END OF SECTION

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



bigen
Doing good while
doing business

Allan Cormack Street
The Innovation Hub Persequor Pretoria
PO Box 29 The Innovation Hub Pretoria 0087
Tel: +27 (0) 12 842 8700
Fax: +27 (0) 12 843 9000/9001
E-mail: pretoria@bigengroup.com
www.bigengroup.com

PROJECT:

LERATO PARK

DWG TITLE:

LOCALITY PLAN

DRAWN:
N Bester

CHECKED:
L Gertenbach

APPROVED:
L Gertenbach

SCALE:

DATE:
October 2019

DWG No:
1396.10.ZA.01.A011

VER:
1.0

*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

PORTION 1: TENDER

Part T1

Tendering Procedures

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

TENDERING PROCEDURES

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SECTION T1.2	TENDER DATA	T1.3
SECTION T1.3	STANDARD CONDITIONS OF TENDER	T1.19

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.1

*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

PORTION 1: TENDER

Section T1.1

Tender Notice and Invitation to Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

TENDER NOTICE AND INVITATION TO TENDER

1. Tenders are invited for the construction of internal civil engineering infrastructure for Lerato Park Phase 5, including, water and sewer, road and storm water infrastructure.
2. It is estimated that tenderers should have a CIDB contractor grading of **7CE** or higher.
3. Tender documents will made available electronically from **9 April 2021** by the Northern Cape Department of Co-operative Governance, Human Settlements and Traditional Affairs.
5. Tenders close on **30 April 2021 at 11h00**. Particulars regarding the submission of tenders appear in Part T1.2 of Volume 1 of the tender documents.
6. An official site visit and clarification meeting will be held on **14 April 2021 at 10h00**. Tenderers are requested to meet the Engineer **at the Lerato Park Site office** as shown on the Locality Plan at the front of the tender document.
7. Enquiries relating to this tender should be addressed to Mr. LG Gertenbach at the Kimberley Office of BIGEN AFRICA Services (Pty) Ltd.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2 (i)

Additional Requirements:

- Documents to be submitted with the tender document: an Original valid Tax Clearance Certificate or certified copy, inclusive of verification pin, CIDB registration certificate, copy of CSD registration summary report, Audited financial statements for the last three years, B-BBEE status Level Certificates or certified copies thereof. Exempted Micro Enterprises must in terms of B-BBEE Act, submit a certificate issued by and Accounting Officer as contemplated in the Close Corporation Act or Verification Agency accredited by SANAS or Registered Auditor.
- Preference will be given to construction companies who are owned by women, youth or persons with disability
- The requirements of the Preferential Procurement Policy Framework Act, 200: Preferential Procurement Regulations, 2017 (Government Gazette No. 40553) shall also apply, together with all other requirements as set out in the Tender Data
- No Faxed, emailed and/or scanned id proposals will be considered.
- Bids will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is compliant contributor.
- CoGHSTA reserves the right to withdraw any invitation to tender and/or re-advertise or to reject any tender or to accept a part of it. CoGHSTA does not bind itself to accepting the lowest tender or to award a contract to the bidder scoring the highest number of points.
- Functionality will be applied during the bidding process. Based on functionality, the tenderer should score 70% or more on the following criteria to be further evaluated.
- Functionality criteria: experience of tenderer, project staff experience, plant and equipment and subcontractor work allocated to women, youth or persons with disability.
- Tenders will be opened directly after closing. Tender Prices will not be read
- The successful tenderer must subcontract a minimum of 30% of the contract value to:
 - i. An EME or QSE;
 - ii. An EME or QSE which is at least 51% owned by black people;
 - iii. An EME or QSE which is at least 51% owned by black people who are youth;
 - iv. An EME or QSE which is at least 51% owned by black people who are woman;
 - v. An EME or QSE which is at least 51% owned by black people with disabilities;
 - vi. An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships;
 - vii. A cooperative which is at least 51% owned by black people;
 - viii. An EME or QSE which is at least 51% owned by black who are military veterans; or
 - ix. More than one of the categories referred to in paragraphs (i) to (viii)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T1.2 (ii)

Tenderers must submit proof of subcontracting arrangement between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting arrangement between main tenderer and the subcontractor.

A list of proposed sub-contractors will be provided by the employer, however the responsibility to sub-contract with competent and capable subcontractors rests with the tenderer. The list provided is sourced from the departmental database. Any tenderer who responds by saying they will subcontract on appointment without listing and submitting supporting documents will be disqualified.

- Only CSD registered service provider may bid
- Failure by bidders to comply with the minimum specification will result in automatic disqualification of the bidder

END OF SECTION

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T1.2 (iii)

*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

PORTION 1: TENDER

Section T1.2 Tender Data

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the Construction Industry Development Board's Board Notice 136 of 2015 (contained in Government Gazette No. 38960 of 10 July 2015), bound into section T1.3.

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data also contains project specific amendments to the Standard Conditions of Tender applicable to this document. 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.

Clause	Addition or Variation to Standard Conditions of Tender
1.1	The Employer is the Northern Cape Department of Co-operative Governance, Human Settlement and Traditional Affairs
1.2	The tender documents issued by the Employer comprise two volumes. Volume 1: Contract Document contains the parts and sections (contained in each part) as listed in the Contents List of Volume 1 bound in the front of this document. Volume 2: Book of Drawings contains the drawings listed in the Drawing Register bound in the front of that volume.
1.3.2	Replace this sub-clause with the following: These Conditions of Tender, the Tender Data, List of Returnable Documents and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.3

Clause	Addition or Variation to Standard Conditions of Tender
	Returnable Schedules which are required for tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.
1.4	<p>The Employer's Agent is (also known as the Engineer):</p> <p>Bigen Africa Services (Pty) Ltd 4 Jacobus Smit Street Labaram Kimberley, 8301</p> <p>PO Box 110092 Kimberley 8306</p> <p>Tel: +27 (0) 53 831 2935 Fax: +27 (0) 86 518 5094</p> <p>e-mail: Louis.Gertenbach@bigengroup.com Attention: Mr LG Gertenbach</p>
2.1	<p>Only those tenderers who are registered with the CIDB at the time of closing of tenders, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the 7CE class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE class of construction work.
2.2.1	Add the following to sub-clause 2.2.1:

Contractor

Witness 1

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Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).
2.7	<p>An official clarification meeting and site visit will be held as follows:</p> <p>Location : Lerato Park Site office (Location indicated on Locality Plan)</p> <p>Date : 14 April 2021</p> <p>Time : 10h00</p> <p>Confirmation of attendance will be recorded, on site, in the Site Inspection Certificate included in Section T2.2 of the Document.</p> <p>Tender documents will not be made available at the site visit or clarification meeting. Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document)</p>
2.10	<p>Add the following sub-clause 2.10.5:</p> <p>A digital copy of the Bill of Quantities can be obtained from LG Gertenbach at the office of the Engineer upon sufficient notice.</p>
2.10.2	This project is VAT Exempt (This Client will not Pay VAT on the Project)
2.11	<p>Replace the last sentence of the clause with the following:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p>
2.12.1	<p>Add the following to the clause:</p> <p>All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.</p>
2.12.2	<p>Add the following to the clause:</p> <p>Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to the</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>Contract Data in this regard.</p> <p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>
2.13.2	<p>Replace the contents of the clause with the following:</p> <p>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p>
2.13.3	No copies of the tender offer are required.
2.13.4	<p>Add the following to the clause:</p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</p>
2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location : Larry Moleko Louw Building Physical address : Department of Cooperative Governance Human Settlement and Traditional Affairs 9 Cecil Sussman Road, Kimberley</p> <p>Identification details :</p> <p>Contract 2334-10-05/ID01 –Internal Civil Engineering Services: Phase 5</p> <p>The name and address of the tender shall be entered on the back of the</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	envelope.
2.13.6	A two-envelope procedure will not be followed.
2.13.10	<p>Add the following sub- clause 2.13.10:</p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
2.14	<p>Add the following to the clause:</p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Section T2.2 : Returnable Schedules</p> <p>Section C1.1 : Form of Offer and Acceptance</p> <p>Section C1.2 : Contract Data (Part 2)</p> <p>Section C2.2 : Bill of Quantities</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that the Employer is restricted in accordance with clause 5 (1) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</p>
2.15.1	<p>The closing time and location for the submission of tender offers are:</p> <p>Time : 11h00 on 30 April 2021</p> <p>Tender box location : Larry Moleko Louw Building</p> <p>Physical address : Department of Cooperative Governance Human Settlement and Traditional Affairs 9 Cecil Sussman Road, Kimberley</p>
2.16.1	The tender offer validity period is 90 days.
2.16.1	<p>Add the following to the clause:</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
2.16.5	<p>Add the following new clause:</p> <p>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.
2.18.1	<p>Add the following to the clause:</p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p>
2.22	Return all retained tender documents prior to the closing time for the submission of Tender Offers.
2.23	<p>The following certificates / information are to be provided with the tender offer or within three days of receipt of the Employer's or his Agent's written request to submit same:</p> <ol style="list-style-type: none"> CIDB registration certificate in the grading designation stipulated in clause 2.1 above, Original valid Tax Clearance Certificate, or a unique security personal identification number (PIN) issued by the SA Revenue Services (in terms of the Preferential Procurement Regulations, 2001 published in

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>Government Gazette No. 22549 dated 10 August 2001),</p> <p>c. Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate),</p> <p>d. Certified copy of Letter of Good Standing issued by the Department of Labour in terms of Act 130 of 1993,</p> <p>e. Certified copy of Unemployment Insurance Fund Certificate of Compliance in terms of Act 4 of 2002,</p> <p>f. Certified copy of Certificate of Incorporation (if tenderer is a Company),</p> <p>g. Certified copy of Founding Statement (if tenderer is a Closed Corporation),</p> <p>h. Certified copy of Partnership Agreement (if tenderer is a Partnership),</p> <p>i. Certified copy of Identity Document (if tenderer is a One-man concern),</p> <p>j. Joint Venture Agreement (if tenderer is a Joint Venture),</p> <p>k. Curriculum vitae of the person who prepares the Contractor's Health and Safety Plan, and</p> <p>l. Curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).</p> <p>m. Curriculum Vitae of all supervisory staff</p>
3.4	Tenders will be opened immediately after the closing time for tenders, at the same venue.
3.5	A two-envelope procedure will not be followed.
3.8.1	<p>Add the following to the clause:</p> <p>Failure on the part of the Tenderer to submit a tender offer as stipulated in clause 2.13 prior to the closing time as stipulated in clause 2.15 shall be just cause for the Employer to consider the tender offer as being non-responsive</p> <p>Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause 2.23 within the period stipulated shall be just cause</p>

Contractor

Witness 1

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Employer

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Clause	Addition or Variation to Standard Conditions of Tender
	for the Employer to consider the tender offer as being non-responsive.
3.9	<p>Replace the contents of the clause with the following:</p> <p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <ul style="list-style-type: none"> a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the corrected total of the prices shall govern. c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern. <p>Notify a tenderer upon written request received after the closing date of tenders of all arithmetical errors made by that particular tenderer.</p>
3.11.1	<p>Method 2 (as described in Clause 3.11.3 of the Standard Conditions of Tender) will be used to evaluate all responsive tender offers,</p> <p>where the Points scored for Price is:</p> <p>in accordance with Clause 3.11.4 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R50 000 000; or</p> <p>in accordance with Clause 3.11.5 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000.</p>
3.11.2	<p>Functionality</p> <p>The tenderers shall first be evaluated on the following functionality requirements:</p>

Contractor

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Witness 2

Employer

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Witness 2

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Clause	Addition or Variation to Standard Conditions of Tender
	<p>1. Experience</p> <p>(Soring a maximum of 30%)</p> <p>30% - Completion of at least 3 projects of similar scope, above CIDB Grade 6 in the last 5 years, supported by contactable references and completion certificated</p> <p>20% - Completion of at least 2 projects of similar scope, above CIDB Grade 6 in the last 5 years, supported by contactable references and completion certificated</p> <p>10% - Completion of at least 1 project of similar scope, above CIDB Grade 6 in the last 5 years, supported by contactable references and completion certificated</p> <p>2. Project Staff Experience</p> <p>(Scoring a maximum of 40%)</p> <p>15% - Contracts manager – Minimum 5 years' experience as a contracts manager or a Site Agent (or a combination of the two), with supporting documentation</p> <p>15% - Site Agent – Minimum 5 years' experience as a Site Agent in construction of civil services for township developments, with supporting documentation</p> <p>10% - Foreman – Minimum 5 years' experience as a foreman in construction of civil services for township developments, with supporting documentation</p> <p>3. Plant and Equipment</p> <p>(Scoring a maximum of 10%)</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>10% - Owing 100% of equipment, supported by proof</p> <p>5% - Owing 50% to 90% of equipment, supported by proof</p> <p>3% - Owing < 50% of equipment, supported by proof</p> <p>4. Woman Youth and People with disabilities owned</p> <p>(Scoring a maximum of 10%)</p> <p>10% - Companies who are 100% owned by Women, Youth and People with disabilities</p> <p>5% - Companies who are between 50% and 100% owned by Women, Youth and People with disabilities</p> <p>3% - Companies who are between 25% and 50% owned by Women, Youth and People with disabilities</p> <p>0% - Companies who are less than 25% owned by Women, Youth and People with disabilities</p> <p>5. Locality</p> <p>(Scoring a maximum of 10%)</p> <p>10% - Companies who are based in Northern Cape</p> <p>0% - Companies who are based outside Northern Cape</p> <p>The points shall be totalled to obtain a score out of 100%, to obtain the final score for functionality. The minimum number of evaluation points to be eligible for functionality scoring shall be 70%.</p>
3.11.7	The financial offer will be scored in terms of formula 2 option 1
3.12	Replace the contents of the clause with the following:

Contractor

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Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	If requested by any Tenderer, submit for the Tenderers' information the policies and/or certificates of insurance which the conditions of contract identified in the Contract Data, require the Employer to provide.
3.16.2	Replace the contents of the clause with the following: Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Employer' Agent.
3.17	The successful tenderer shall receive one copy of the signed contract.
3.18	Add the following new clause: The successful tenderer must subcontract a minimum of 30% of the contract value to: <ul style="list-style-type: none"> i. An EME or QSE; ii. An EME or QSE which is at least 51% owned by black people; iii. An EME or QSE which is at least 51% owned by black people who are youth; iv. An EME or QSE which is at least 51% owned by black people who are woman; v. An EME or QSE which is at least 51% owned by black people with disabilities; vi. An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships; vii. A cooperative which is at least 51% owned by black people; viii. An EME or QSE which is at least 51% owned by black who are military veterans; or ix. More than one of the categories referred to in paragraphs (i) to (viii)

Contractor

Witness 1

Witness 2

Employer

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Clause	Addition or Variation to Standard Conditions of Tender
	<p>Tenderers must submit proof of subcontracting arrangement between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting arrangement between main tenderer and the subcontractor.</p> <p>A list of proposed sub-contractors will be provided by the employer, however the responsibility to sub-contract with competent and capable subcontractors rests with the tenderer. The list provided is sourced from the departmental database. Any tenderer who responds by saying they will subcontract on appointment without listing and submitting supporting documents will be disqualified.</p>
3.19	This clause is not applicable to private sector employers.

END OF SECTION

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

PORTION 1: TENDER

Section T1.3 Standard Conditions of Tender

Contractor

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*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

STANDARD CONDITIONS OF TENDER

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These standard conditions of tender are identical to those published in Annex F of the Construction Industry Development Board's Board Notice 136 of 2015.

END OF SECTION

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Witness 1

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Employer

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*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

STANDARD CONDITIONS OF TENDER

1. GENERAL

1.1 Actions

- 1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in item 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- 1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

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improper acts result.

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

1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract

1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.3 Interpretation

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

1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

a) conflict of interest means any situation in which:

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

b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration;

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T1.3-4

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

1.4 Communication and employer's agent

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

1.5 The employer's right to accept or reject any tender offer

- 1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-
 - (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
 - (b) funds are no longer available to cover the total envisaged expenditure; or
 - (c) no acceptable tenders are received.
- 1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

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T1.3-5

1.6 Procurement procedures

1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to 3.13, be concluded with the tenderer who in terms of 3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

1.6.2 Competitive negotiation procedure

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

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

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

1.6.2.4 The contract shall be awarded in accordance with the provisions of 3.11 and 3.13 after tenderers have been requested to submit their best and final offer.

Contractor

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Witness 2

Employer

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T1.3-6

1.6.3 Proposal procedure using the two stage-system

1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

1.6.3.2 Option 2

1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

2. TENDERER'S OBLIGATIONS

2.1 Eligibility

2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

Contractor

Witness 1

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Employer

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T1.3-7

2.2 Cost of tendering

2.2.1 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.

2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

2.3 Check documents

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

2.4 Confidentiality and copyright of documents

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

2.5 Reference documents

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

2.6 Acknowledge addenda

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

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.3-8

2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting (s) are stated in the tender data.

2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

2.9 Insurance

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

2.10 Pricing the tender offer

- 2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- 2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- 2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- 2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.11 Alterations to documents

Do 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.12 Alternative tender offers

- 2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- 2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- 2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

2.13 Submitting a tender offer

- 2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal"

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Witness 2

Employer

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Witness 2

T1.3-10

and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

- 2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

2.14 Information and data to be completed in all respects

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

2.15 Closing time

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

2.16 Tender offer validity

- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.3-11

- 2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- 2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE"

2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

2.18 Provide other material

- 2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- 2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

2.19 Inspections, tests and analysis

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.3-12

2.20 Submit securities, bonds, policies, etc.

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

2.21 Check final draft

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

2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

2.23 Certificates

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

3. THE EMPLOYER'S UNDERTAKINGS

3.1 Respond to requests from the tenderer

3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

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Employer

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Witness 2

- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

3.2 Issue Addenda

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

3.3 Return late tender offers

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

3.4 Opening of tender submissions

- 3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- 3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.
- 3.4.3 Make available the record outlined in 3.4.2 to all interested persons upon request

3.5 Two-envelope system

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

3.6 Non-disclosure

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

3.7 Grounds for rejection and disqualification

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

3.8 Test for responsiveness

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

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

3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

Contractor

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Employer

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- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

3.9 Arithmetical errors, omissions and discrepancies

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

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

3.9.2 The employer must correct the arithmetical errors in the following manner:

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

Contractor

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Employer

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Witness 2

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

3.11 Evaluation of tender offers

3.11.1 General

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

3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 3.11.4 and 3.11.5 below.

Contractor

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Witness 1

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3.11.4 The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million.

- 4)(a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R50 000 000 (all applicable taxes included):

$$Ps = 80 \left[1 - \frac{Pt - Pmin}{Pmin} \right]$$

Where

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

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

- (4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

Contractor

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Witness 2

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- (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

3.11.5 The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million.

- (5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

90/10

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

Where

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

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

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

- (5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- (5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

Contractor

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- (5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- (5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$NFO = W_1 \times A$$

where: NFO is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table 1 as stated in the Tender Data

Table 1: Formulae for calculating the value of A

Formula	Comparison aimed at	Option 1a	Option 2 a
1	Highest price or discount	$A = (1 + (P - P_m))$ P_m	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - (P - P_m))$ P_m	$A = P_m / P$
a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.		

3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

3.11.9 Scoring functionality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the

Contractor

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Employer

Witness 1

Witness 2

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Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

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

where: S_o is the score for quality allocated to the submission under consideration;
 M_s is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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3.14 Prepare contract documents

- 3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:
- addenda issued during the tender period,
 - inclusion of some of the returnable documents, and
 - other revisions agreed between the employer and the successful tenderer.

- 3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

3.15 Complete adjudicator's contract

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

3.16 Notice to unsuccessful tenderers

- 3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.
- 3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

3.17 Provide copies of the contracts

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

3.18 Provide written reasons for actions taken

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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3.19 Transparency in the procurement process

- 3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i. Tender system.
- 3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.
- 3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.
- 3.19.4 The client must publish the information on a quarterly basis which contains the following information:
- Procurement planning process
 - Procurement method and evaluation process
 - Contract type
 - Contract status
 - Number of firms tendering
 - Cost estimate
 - Contract title
 - Contract firm(s)
 - Contract price
 - Contract scope of work
 - Contract start date and duration
 - Contract evaluation reports
- 3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
- 3.19.6 Consultative Forum must be an independent structure from the bid committees.
- 3.19.7 The information must be published on the employer's website.
- 3.19.8 Records of such disclosed information must be retained for audit purposes.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

PORTION 1: TENDER

Part T2 Returnable Documents

Contractor

Witness 1

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Employer

Witness 1

Witness 2

*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

RETURNABLE DOCUMENTS

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T2.1

*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

PORTION 1: TENDER

Section T2.1

List of returnable documents

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

LIST OF RETURNABLE DOCUMENTS

1. Tenderers are required to submit the following with their tenders or within three days of receipt of the Employer's or his Agent's written request for same:
 - (a) Copy of Certificate of Contractor Registration with the CIDB,
 - a) Original valid Tax Clearance Certificate, or a unique security personal identification number (PIN) issued by the SA Revenue Services (in terms of the Preferential Procurement Regulations, 2001 published in Government Gazette No. 22549 dated 10 August 2001),
 - (b) Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate),
 - (c) Certified copy of Letter of Good Standing issued by the Department of Labour in terms of Act 130 of 1993,
 - (d) Certified copy of Unemployment Insurance Fund Certificate of Compliance in terms of Act 4 of 2002,
 - (e) Certified copy of Certificate of Incorporation (if tenderer is a Company),
 - (f) Certified copy of Founding Statement (if tenderer is a Closed Corporation),
 - (g) Certified copy of Partnership Agreement (if tenderer is a Partnership),
 - (h) Certified copy of Identity Document (if tenderer is a One-man concern),
 - (i) Joint Venture Agreement (if tenderer is a Joint Venture),

Contractor

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Witness 2

Employer

Witness 1

Witness 2

- (j) Curriculum vitae of the person who prepares the Contractor's Health and Safety Plan, and
 - (k) Curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).
 - (l) Curriculum Vitae of all supervisory staff
2. The returnable schedules included in Section T2.2 will be used to evaluate tenders received. These schedules will also form part of the Contract.

END OF SECTION

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.3

*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

PORTION 1: TENDER

Section T2.2 Returnable schedules

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

RETURNABLE SCHEDULES

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END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2-1

Should the Tenderer desire to make any departures from or modifications to the General Conditions of Contract, Contract Data, Scope of Work, Pricing Data or the Drawings, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

[illegible]

Date : _____

11

Witness 2

WORKS PREVIOUSLY EXECUTED

The following is a statement of major works successfully executed by myself/ourselves in recent years:

Employer	Consulting Engineers (incl. contact person and contact details)	Nature of Works	Value of Works	Duration and Completion Date

Failure to detail the required information, shall signify that the tender is submitted by an inexperienced tenderer.

Signature of Tenderer : _____ Date : _____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2-3



PRESENT COMMITMENTS

Employer	Consulting Engineers (incl. contact person and contact details)	Nature of Works	Value of Works	Duration and Completion Date

Signature of Tenderer : _____ Date : _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUPERVISORY AND SAFETY PERSONNEL

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Contracts Manager						
Contractor's Site Agent						
Contractor's Foremen						
Construction Health and Safety Officer						

Tenderers shall indicate the percentage of working time these persons will be engaged on site. Tenderers are required to provide copies of curriculum vitas of all supervisory and safety personnel.

Signature of Tenderer : _____ Date : _____

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

T2.5

LABOUR UTILISATION

Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Scope of Work.

1. General Foreman / Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities :

- a) Supervision;
- b) maintaining discipline;
- c) ensuring safety on the workplace;
- d) being responsible to the Contractor for efficiency and production for his portion of the works; and
- e) performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

An employee engaged in any one or more of the following activities :

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- b) giving out work to other employees under his control and supervision;
- c) ensuring safety on the workplace;
- d) maintaining discipline; and
- e) being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

4. Team Leader

An employee engaged in any one or more of the following activities :

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) giving out work to other employees under his control and supervision;
- c) maintaining discipline;
- d) being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

5. Skilled Employee

An employee engaged in an ancillary trade or an assistant artisan.

6. Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.

7. Unskilled Employee

An employee engaged on any task or operation not specified above.

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MAN DAYS

Categories	No. of Man Days	
	Imported	Local
1. Contracts Manager		
2. Site Agent		
3. Foreman/Supervisors (specify type)		
3.1 _____		
3.2 _____		
3.3 _____		
4. Safety Inspectors (specify type)		
4.1 _____		
4.2 _____		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/Storeman		
9. Team Leader		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2-8

Categories	No. of Man Days	
	Imported	Local
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

 Signature of Tenderer

 Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? **YES / NO**
2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

3. Does the Contractor have a health and safety policy? (If yes, provide a copy). **YES / NO**
How is this policy communicated to all employees?

4. Does the Contractor keep records of safety aspects of each construction site? **YES / NO**
If yes, what records are kept?

5. Does the Contractor conduct monthly safety meetings? If yes, who is the **YES / NO**
chairperson of the meeting, and who attends these meetings?

6. Does the Contractor have a safety officer in his employment, responsible for the **YES / NO**
overall safety of his company?
If yes, please explain his duties and provide a copy of his CV.

7. Does the Contractor have trained first aid employees? If yes, indicate who. **YES / NO**

8. Does the Contractor have a safety induction training programme in place? **YES / NO**
(If yes, provide a copy).

Signature of Tenderer

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2-10

PLANT AND EQUIPMENT

1. Major Plant and Equipment available for this Contract:

Quantity	Size, Description, Capacity, etc.

2. Major Plant and Equipment that will be acquired for this contract if my/our tender is accepted:

Quantity	Size, Description, Capacity, etc.

Signature of Tenderer

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2-11

PROPOSED SUB-CONTRACTORS

The tenderer shall list below any subcontractors he intends to employ to carry out part(s) of the Works.

The acceptance of this tender shall not be construed as being approval of all or any of the listed subcontractors. Should any or all of the subcontractors be not approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding in the event of a subcontractor not listed below being approved by the Employer.

Company	Portion of Contract	Approx. Value

Signature of Tenderer _____

Date _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2-12

SITE INSPECTION CERTIFICATE

As required by Clause 2.7 of the Tender Data, I/we certify that I/we have visited the site of the Works and attended the site visit and clarification meeting on the date certified below.

I/we further certify that I am / we are satisfied with the description of the Work and the explanations given by the Engineer at the site visit and clarification meeting.

Signature of Tenderer

Date

Site Visit

This will certify that _____

representing _____

attended a Site Inspection for this Contract on _____ 20_____

_____(signed)
For the Engineer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, I/we herewith certify that this tender is submitted by : *(Mark applicable block)*

a company, and attach hereto a certified copy of the required resolution of the Board of Directors

☐

a partnership, and attach hereto a certified copy of the required resolution by all partners

☐

a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

☐

a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

☐

a joint venture, and attach hereto

☐

- an notarially certified copy of the original document under which the joint venture was constituted; and
- certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

Signature of Tenderer _____

Date _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signature of Tenderer _____

Date _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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	:
Tax reference number	:

Section 6:	Record in the service of the state
<p>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 service of any of the following:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p><input type="checkbox"/> a member of any municipal council</p> <p><input type="checkbox"/> a member of any provincial legislature</p> <p><input type="checkbox"/> a member of the National Assembly or the National</p> <p><input type="checkbox"/> a member of the board of directors of any municipal entity</p> <p><input type="checkbox"/> an official of any municipality or municipal entity</p> </div> <div style="width: 48%;"> <p><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)</p> <p><input type="checkbox"/> a member of an accounting authority of any national or provincial public entity</p> <p><input type="checkbox"/> an employee of Parliament or a provincial legislature</p> </div> </div> <p>If any of the above boxes are marked, disclose the following:</p>	

Name and sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name and institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

*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 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 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 | <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 and 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:

- Authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- 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 of 2004;

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

- | | |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 and 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 true and correct. |

Signature of Tenderer : _____

Date : _____

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017 (MBD 6.1)**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- 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 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.3 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.4 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
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

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?
 (**Tick applicable box**)

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted..... %
- ii) The name of the sub-contractor
- iii) The B-BBEE status level of the sub-contractor
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)
- | | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:
.....

8.2 VAT Registration number:
.....

8.3 Company Registration number:
.....

8.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium ☐
- One person business/sole propriety ☐
- Close corporation ☐
- Company ☐
- (Pty) Limited ☐

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2-22

8.6 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality **where** **business** **is** **situated:**

.....

Registered Account Number:

Stand Number:

8.8 Total number of years the company/firm has been in business:

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2-23

- exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>..... SIGNATURE(S) OF BIDDER(S)</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p>
-------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NCP 4 (7/12/11)

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2-25

2.7 Are you or any person connected with the bidder
 presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
 Name of state institution at which you or the person
 connected to the bidder is employed :
 Position occupied in the state institution:

Any other particulars:

.....

2.7.2 If you are presently employed by the state, did you obtain
 the appropriate authority to undertake remunerative
 work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid
 document? YES / NO

(Note: Failure to submit proof of such authority, where
 applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

2.8 Did you or your spouse, or any of the company's directors /
 trustees / shareholders / members or their spouses conduct
 business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

2.9 Do you, or any person connected with the bidder, have
 any relationship (family, friend, other) with a person
 employed by the state and who may be involved with
 the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....
.....

2.10 Are you, or any person connected with the bidder, YES/NO
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members YES/NO
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bidder

(7/12/11)

<div></div> Contractor	<div></div> Witness 1	<div></div> Witness 2	<div></div> Employer	<div></div> Witness 1	<div></div> Witness 2
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NCP 8 (7/12/11)

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids 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 bid of any bidder may be disregarded if that bidder, 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 bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder 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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2-29

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

NCP 8 (7/12/11)

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 Bidder

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2-30

.....NCP 9
(7/12/11)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (NCP) must form part of all bids¹ 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 bidding (or bid rigging).² Collusive bidding 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 bid of any bidder if that bidder, 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 bidding process or the execution of that contract.
- 4 This NCP serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (NCP 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) 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 bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NCP 9 (7/12/11)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid 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 Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2-32

NCP 9 (7/12/11)

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 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 bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
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 bid invitation relates.
9. 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 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NCP 9 (7/12/11)

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

END OF SECTION

.....
Contractor

.....
Witness 1

.....
Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2

T2.2-34

*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

PORTION 2: CONTRACT

Part C1

Agreements and Contract Data

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

AGREEMENTS AND CONTRACT DATA

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C1.2	CONTRACT DATA.....	C1.8
	Annexure A: Form of Guarantee	C1.22

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.0

*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

PORTION 2: CONTRACT

Section C1.1

Form of Offer and Acceptance

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

*Northern Cape Department of Co-operative Governance, Human
Settlement and Traditional Affairs*

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

CONTRACT 2334-10-05/ID01

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 5

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:

.....

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 authorised, signing this part of this 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 Prices inclusive of Value Added Tax is

.....

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1

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.

For the Tenderer:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address of organisation:

Signature and Names of witnesses:

Signatures _____

Names _____

Date: _____

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

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 Contractor 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 agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The Tenderer shall within two weeks after 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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, or just after the date this Agreement comes into effect. 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 Contractor) within five 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.3

For the Employer:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address of organisation:

Signature and Names of witnesses:

Signatures _____

Names _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF DEVIATIONS

Notes :

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender;
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. **Subject**

Details.....

2. **Subject**

Details.....

3. **Subject**

Details.....

4. **Subject**

Details.....

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

Name and address of organisation:

Signature and Names of witnesses:

Signatures

Names

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2