

NORTHERN CAPE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS



LERATO PARK INTEGRATED HOUSING DEVELOPMENT

TENDER No: NC/06/2023

**TO ACT AS AGENT IN TERMS OF THE CONSTRUCTION REGULATIONS, 2003
AND 2014 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF
1993) FOR THE INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6 IN
LERATO PARK**

April 2023

QUOTATION SUBMITTED BY:

Name of Company: _____

Address: _____

Telephone No: _____

Issued by:

**CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS
AND TRADITIONAL AFFAIRS**

Larry Moleko Louw Building,
9 Cecil Sussman Road, Kimberley
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Attention: Mr G Booysen

Compiled by:

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**Enquiries: M W Pretorius PrEng
CLOSING DATE: 12 May 2023 at 11:00**

**COGHSTA**Co-operative Governance
Human Settlement & Traditional Affairs

REQUEST FOR PROPOSAL AND QUOTATION TO ACT AS AGENT IN TERMS OF THE CONSTRUCTION REGULATIONS, 2003 AND 2014 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) FOR THE INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6 IN LERATO PARK IN KIMBERLEY

1. BACKGROUND

The Department of Cooperative Governance, Human Settlements and Traditional Affairs of the Northern Cape Province ("COGHSTA"), hereby invites you to submit a proposal and quotation for the rendering of occupational health and safety services in terms of the construction regulations, 2003 and 2014 of the occupational health and safety act (act 85 of 1993) for the internal civil engineering services: Phase 6 in Lerato Park in Kimberley.

Your firm's proposal and quotation should be based on the guidelines as provided below in this document. Your firm's quotation should address all activities to complete the scope of work as described below. The internal civil engineering services: Phase 6 in Lerato Park, form part of the Lerato Park integrated housing development project ("the Project").

This request for proposal and quotation is subject to the conditions below.

2. PROPERTY LOCATION

The project is located in Lerato Park, North West of Kimberley town between the townships known as Galeshewe and Roodepan, under the jurisdiction Sol Plaatje Municipality, Frances Baard District Municipality Northern Cape province.

**Locality Map:****3. EVALUATION CRITERIA****3.1 PRE-EVALUATION CRITERIA**

Compliance with administrative requirements as stated in the Standard Bidding Documents. In this evaluation stage, all bidders that fail to provide the required information and documentation will be disqualified from further evaluation:

| Returnable | Comply/not Comply | Disqualifying Factor |
|---|--------------------------|-----------------------------|
| Is the bidder tax compliant | | No |
| BBBEE certificate or Original Sworn Affidavit | | No |
| Is the bidder registered on the National Treasury Central Supplier Database (CSD) | | Yes |
| Copy of company registration documents | | Yes |
| Detailed Company Profile | | Yes |
| CV, Qualification and professional registration certificate of project team personnel involved on the project | | Yes |



| | | |
|---|--|-----|
| CV & Certificate for a Competent Person as defined in the Construction Regulations, 2003 and 2014 of the Occupational Health and Safety Act (act 85 of 1993). | | Yes |
| List of similar work carried out previously. | | Yes |
| Certified identity documents of company directors or shareholders | | Yes |
| Authority to sign on behalf of bidder | | Yes |
| Project proposal including method statement | | Yes |
| SBD forms must be completed, signed: SBD 4 SBD 6.1 SBD 7.2 | | Yes |

3.2 EVALUATION STAGE 1: FUNCTIONALITY

The minimum point to be scored for functionality should be 70 points, in order to be considered for stage 2 evaluation. Failing to score the minimum required points will lead to automatic disqualification.:

| Functionality | Criteria | Maximum Points |
|---------------|--------------------------|----------------|
| 1 | Experience of firm | 40 |
| 2 | Project Staff Experience | 40 |
| 3 | Approach and methodology | 20 |
| TOTAL | | 100 |

Criteria 1: Experience (Scoring a maximum of 40%)

| Sub-Criteria: | Points Awarded |
|---|----------------|
| Completion of at least 5 projects of similar scope and condition in the last 5 years, supported by contactable references | 40 |
| Completion of at least 3 projects of similar scope and condition in the last 5 years, supported by contactable references | 30 |
| Completion of at least 2 projects of similar scope and condition in the last 5 years, supported by contactable references | 20 |
| Completion of at least 1 project of similar scope and condition in the last 5 years, supported by contactable references | 10 |
| 1. Total possible points for method and approach of Tenderer | 40 |

Criteria 2: Project Staff Experience (Scoring a maximum of 40%)

| Sub-Criteria: | Points Awarded |
|---|-----------------------|
| CV & qualification of the project team leader: Competent Person as defined in the Construction Regulations, 2003 and 2014 of the Occupational Health and Safety Act (act 85 of 1993) | |
| 5 or more years' experience (25 points) Proof of Professional registration with the relevant statutory authorities and with at least 5 years' experience in building and civil environment. | 40 |
| Proof of Professional registration with the relevant statutory authorities and with at least 3 years' experience in building and civil environment. | 20 |
| Proof of Professional registration with the relevant statutory authorities and with at least 2 years' experience in building and civil environment. | 10 |
| Total possible points for Qualified and registered professional | 30 |

Criteria 3: Approach and methodology (Scoring a maximum of 20%)

| Sub-Criteria: | Points Awarded |
|---|-----------------------|
| Approach and methodology | 20 |
| Total possible points for Approach and methodology | 20 |

3.3 PREFERENTIAL PROCUREMENT SYSTEMS: STAGE 2

Bids will be evaluated applying the 80/20 preference points system in accordance CoGHSTA NC Specific Goals, where points are awarded to bidders on the basis of Price (80) and COGHSTA NC Specific Goals (20), using the following formula to calculate points for price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



The following table must be used to calculate the score out of 20 for specific goals:

| Specific Goal | Number of points |
|---|------------------|
| 100% or more Women or Youth owned company | 10 |
| Less than 100% Women or Youth owned company | 5 |
| 100% Black owned company | 10 |
| Less than 100% Black owned company | 5 |
| 100% People living with disability | 10 |
| Locally owned companies | 5 |
| Maximum obtainable points | 20 |

The following must be noted for the allocation of 20 points:

- A tenderer might be requested to submit proof of its B-BBEE status level of contributor.
- A share certificate and or CIPC information of the company might be requested to be able to verify ownership
- Any other relevant evidence can be requested from the tenderer to substantiate the claim for the 20 points from any of the above specific goals on the table.
- CSD printout must accompany all submission documents
- The above points can be increased, reduced and split to more than one specific goal, depending on the requirements of the bid and specifications, however when such is increased or reduced, the information must be published correctly to the bidder at the time of advert of tender, but total points must not exceed 20 points
- Locality points will be allocated to any company with a valid verifiable address in the Northern Cape, e.g. CIPC, SARS etc. A lease agreement must have substantiating legitimate evidence relating to the Northern Cape the address claimed, such as proof of rental payment and receipt of rentals by both the lessee and lessor.
- If the price offered by the tenderer scoring the highest points is not reasonable, COGHSTA must not award the contract to the tenderer
- COGHSTA may negotiate a reasonable price with the tenderer scoring the highest points or cancel the tender
- If the tenderer does not agree to a reasonable price, negotiate a reasonable price with the tenderer scoring the second highest points or cancel the tender
- If the tenderer scoring the second highest points does not agree a reasonable price, negotiate a reasonable price with tenderer scoring the third highest points or cancel the tender
- If a reasonable price is not agreed as envisaged, COGHSTA must cancel the tender

4. CONSTRUCTION OVER VIEW

The Project is located within the jurisdiction area of the Sol Plaatje Municipality ("SPM") planned to deliver approximately 4 654 subsidised, institutional and bonded units over an envisage period of 5 years, subject to the availability of funding by the various funding sources for the Project. COGHSTA is the developer and the SPM is the land owner. The land was made available by the SPM to COGHSTA for the development of the project by means of a Land Availability Agreement.

Phase 6 of the housing project aims to deliver some 825 housing opportunities in the subsidized housing segments.

This contract consists of the construction of internal civil engineering services for the fifth phase of the Lerato Park Integrated Housing Project. Electrical reticulation and subsidy houses will be constructed concurrently under separate contracts.

The project will be implemented in sub-phases due to budget constraints. The following sub-phases have been identified:

- Phase 6.1: A total of 343 sites will be completed in this sub-phase with the current available budget (2023/24 financial year).
- Phase 6.2: The remainder of 482 sites will be completed in this sub-phase and will commence once the funding becomes available.

After completion of the services for each phase the services will be handed to the local authority. A Certificate of Completion will only be issued after completion of all phases.

The scope of works for the internal civil engineering services: Phase 6 in Lerato Park are as follows:

- a) uPVC water mains, reticulated in street reserves
- b) Metered house connections;
- c) Yard Taps;
- d) uPVC midblock and road frontage sewers
- e) kerbed, interlocking concrete block paved roads
- f) Kerb inlet storm water structures and junction boxes
- g) concrete storm water pipes
- h) Storm water channels lined with concrete interlocking blocks



- i) Cable ducts for future electrical reticulation road crossings
- j) Telkom Sleeves

5. SCOPE OF WORK

The Project is intended to be developed as an integrated housing development consisting of a mixture of different housing typologies and commercial and social amenities. In essence the Project aims to provide the integration of:

- Higher level of services than typical of subsidised RDP townships;
- Mixed income residential environment;
- Rich choice of housing modalities;
- Various tenure options;
- Quality built environment;
- Economic opportunities;
- Provision of full range of transport and social facilities;
- Delivered in one seamless development process.

The scope of work consists of, but is not limited to the following:

Activity 1: Construction Health and Safety Specification review – Once off

- To review the Construction Health and Safety Specification that was prepared and incorporated in the tender specifications and Bill of Quantities of the tender document and make the necessary adjustments,

Activity 2: Post tender phase - Once off

- Asses the Principal Contractor(s)' Health and Safety Plans against the Health and Safety Specification included in the tender document, in terms of Construction Regulation 4(2);

Activity 3: Pre-contract phase - Once off

- Negotiate, agree, generate and sign off the content of the Principal Contractor's Health and Safety Plan. See Construction Regulation 4(2);
- The client together with the appointed Principal Contractor to complete and sign off the legally required "Notification of Construction Work". See Construction Regulation 3(1)(a) &(b);
- Ensure that the Principal Contractor is appointed in writing;



- Seek corporation of and cooperate with anyone involved in a construction project at an adjoining site to enable them to perform their duties in terms of the Occupation Health and Safety Act (Act 85 of 1993) and its Regulations, especially the Construction Regulations, 2003 and 2014;
- Facilitate cooperation and coordination of all stakeholders / duty holders including stakeholders / duty holders of adjoining construction sites and ensure that suitable arrangements are made and implemented for the coordination of occupation health and safety measures during planning and preparation for the construction phase of the project.

Activity 4: Contract phase – Monthly for the duration of the contract

- Ensure that the Principal Contractor's Health and Safety Plan is available on request to an employee, inspector (Department of Labour) and contractors. See Construction Regulation 4(3);
- Stop the Principal Contractor or any other appointed contractor from executing construction work, which is not in accordance with the approved Health and Safety Plan or which poses a threat to the health and safety of any person. See Section 8(2)f, Section 37 and the Construction Regulation 4(1)e of the Occupation Health and Safety Act (Act 85 of 1993);
- Conduct monthly Health and Safety Compliance Audits on the Principal Contractor, provide feedback on audit outcomes and conduct follow-up inspections to ensure corrective actions that will meet the agreed deadlines. See Section 8(2)(f)(g) and Construction Regulation 4(1)(d) of the Occupation Health and Safety Act (Act 85 of 1993);
- Take all reasonable measures to ensure cooperation between designers and the appointed Principal Contractor during the construction phase in relation to any design or change to a design. See Section 8(2)(d)(é) and Construction Regulation 4(1)(d) of the Occupation Health and Safety Act (Act 85 of 1993);
- Attend monthly site meetings. See Section 8(2)é and Construction Regulation 4(1)(d) of the Occupation Health and Safety Act (Act 85 of 1993).

Activity 5: Post contract phase - Once off

- Review the Principal Contractor's consolidated Health & Safety File prior to the final commissioning of the site. See Construction Regulation 5(7)(8)(9) of the Occupation Health and Safety Act (Act 85 of 1993);
- Prepare where none exists or otherwise review and update the Health and Safety File(s) by incorporating relevant information from other duty holders. Retain one copy of the



Health and Safety File for the client. See Construction Regulation 5(7)(8)(9) of the Occupation Health and Safety Act (Act 85 of 1993);

- Prepare additional copies of the Health and Safety File and prepare copies of abstracts of the Health and Safety File for delivery to the tenants by the client. See Construction Regulation 5(7)(8)(9) of the Occupation Health and Safety Act (Act 85 of 1993);
- Ensure that all incident / accident investigations are concluded prior to handover. See Construction Regulation 5(7)(8)(9) of the Occupation Health and Safety Act (Act 85 of 1993);
- Prepare the Health and Safety Closeout Report. See Construction Regulation 5(7)(8)(9) of the Occupation Health and Safety Act (Act 85 of 1993).

It must be noted that the successful service provider to be appointed for the rendering of the services as described above will also be required in terms of the Safety Agent appointment to be made to render all other necessary occupational health and safety agent services to ensure compliance by the designers and appointed Principal Contractor(s) / Sub Contractor(s) with the Construction Regulations, 2003 and 2014 and all other Regulations of the Occupation Health and Safety Act (Act 85 of 1993).

The appointment to be made to the successful service provider will also include the co-ordination with other members of the professional team, attending meetings and all other related functions. It will also be required from the successful service provider to be appointed to sign a written agreement in terms of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993), please see the attached agreement.

6. COMPULSORY BRIEFING MEETING

A compulsory briefing meeting and site visit will be held as follows:

Location : Lerato Park Site office (Latitude - 28°40'31.23"S; Longitude - 24°43'8.50"E)

Date : 2 May 2023

Time : 9h00

Confirmation of attendance will be recorded.

7. PROOF OF EXPERIENCE AND PREVIOUS WORK DONE

You are required to provide as part of your proposal / quotation proof of previous work that you and / or your firm has done similar to the scope of the work as described above.

8. REMUNERATION

The remuneration to the successful Occupational Health and Safety Agent to be appointed will be done according to the items described and to be priced by your firm in Annexure A1. Your firm's quotation should include disbursements, travelling. Please note that a zero VAT rate will be applicable, since VAT are not payable on subsidised housing. Your quotation should be submitted in the format as described in the Pricing Data.

It must be noted that if your firm is successful and appointed as the Occupational health and safety Agent for the scope of work as described above for the internal civil engineering services: Phase 6 in Lerato Park any further expenditure over and above the amounts as indicated by your firm in the pricing data must be motivated in writing by your firm and approved by COGHSTA, prior to any such expenditure.

9. COMPLETION DATE

The estimated construction duration is 22 months (Expected commencement at the beginning of April 2023) for the internal civil engineering services: Phase 6 in Lerato Park.

10. TERMS AND CONDITIONS

The COGHSTA will appoint the successful Occupational health and safety Agent for the rendering of the occupational health and safety services as described above. Payment to the successful Occupational health and safety Agent to be appointed will either be made by Bigen on behalf of COGHSTA or by COGHSTA.

The successful Occupational health and safety Agent to be appointed shall not, during the currency of its appointment or after the termination thereof, be entitled whether for its own benefit or that of others, to make use of or avail itself of / or derive profit from any information or knowledge specifically related to this project and associated infrastructure development, which it shall or may have acquired by reason of its association with this Project.

The successful Occupational health and safety Agent to be appointed shall keep secret and not directly or indirectly disclose or divulge to any person or entity (save and except insofar as may be absolutely necessary in the normal and ordinary course of their business related to this project) any of the business, financial affairs, dealings, inventions, formulae, methods, drawings, documents, designs or any other information whatsoever, having relation or reference to the Project, business, property or concerns of the Client (COGHSTA and Bigen Africa) in this instance, which come into possession of the successful Occupational health and safety Agent to be appointed.

11. REPORTING AND COMMUNICATION

Bigen has been appointed as the Implementing Agent ("IA") of COGHSTA for the Project and all communication regarding the rendering of the occupational health and safety services for the internal civil engineering services: Phase 6 in Lerato Park should be done with Bigen. Bigen's representative is Mr Danie Gräbe and Mr Gräbe's contact details are as follow:

Cell.: 082 772 7160

E-mail: danie.grabe@bigengroup.com

The successful Occupational health and safety Agent to be appointed will therefore, after appointment by COGHSTA report to Bigen.

12. PROFESSIONAL REGISTRATION AND INSURANCE

You are required to provide proof of your professional registration / your firm's professional registration with the relevant statutory authorities as part of your firm's proposal / quotation submission.

The successful Occupational health and safety Agent to be appointed will be required to take out and maintain, for the full duration of the performance of the appointment to be made, the following insurance cover:

- (a) Professional Indemnity (PI) Insurance providing cover in an amount of not less than R 5 000 000 in respect of each and every claim during the period of insurance. Where the entity providing a proposal and quotation is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- (b) Public Liability insurance with a limit of indemnity of not less than R 10 000 000 for any single claim, the number of claims to be unlimited during the contract period.
- (c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

13. TERMINATION

COGHSTA will reserve the right to cancel / postpone the appointment to be made to the successful Occupational health and safety Agent to be appointed at any time and to reimburse the successful Occupational health and safety Agent for work done to the satisfaction of COGHSTA and Bigen to date, after which any further obligations shall fall away.



The client shall be entitled to terminate the agreement forthwith in the event that the PSP non-performance.

14. PENALTIES

Penalties will apply to the appointed PSP for late submission of the audit and progress reports. By failure to submit the monthly audit report by the last day of each month, R500/working day penalty for each day the said reports is late.

15. ADDITIONAL REQUIREMENTS

- 15.1. The PSP is required to meet the following minimum requirements of which proof must be submitted together with the quotation:
- Company profile with CV's of professionals going to undertake the project.
 - Project proposal (Method statement on how the project will be approached & carried out).
 - A list of satisfied clients and contact details for similar work carried out before.
- 15.2. The project must be completed within a period of 22 months from the date of appointment and a Service Level Agreement shall be entered into with COGHSTA in this regard. At appointment stage, the successful Service Provider shall have 5 working days to accept the appointment in writing.
- 15.3. COGHSTA requires that all suppliers be registered on Government's Central Supplier Database and proof of registration must be submitted along with the quotation and it is subject to verification during the evaluation stage. To register, kindly visit: www.csd.gov.za.
- 15.4. It is also required that quotations be accompanied by fully completed copy of the following attached SBD forms:
- SBD 4
 - SBD 6.1
 - SBD 7.2
- 15.5. Other procurement conditions are as follows:
- Preferential Procurement Regulations, 2022 (Government Gazette No. 2721) will apply.
 - The 80/20 evaluation criteria will apply.
 - Functionality (70/100)
 - Quotations must comply with the PFMA and its regulations.
 - Central Supplier Database registration is compulsory.



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- COGHSTA reserves the right not to accept the lowest or any other quotation or to accept, where applicable, a portion of any quotation.
- Failure to comply with Procurement Conditions may result in a disqualification.
- COGHSTA does not pay VAT.

15.6. The conditions for the closing of quotations are as follows:

- Tenders close at 11:00 on 12 May 2023 and must be submitted at COGHSTA, Larry Moleko Louw Building, 9 Cecil Sussman Road, Kimberley, 8300.
- Late, faxed or e-mailed quotations will not be accepted.

15.7. Enquiries

- General enquiries contact person: Mr G Booysen of COGHSTA
e-mail: gbooyesen@ncpg.gov.za
Tel: 053 830 9533



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RETURNABLE DOCUMENTS AND SCHEDULES

LIST OF RETURNABLE DOCUMENTS

1. Tenderers are required to submit the following with their quotations:
 - (a) Original valid Tax Clearance Certificate (in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 (Government Gazette No. 2721). Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) on CSD, if non-compliant, the tenderer must submit evidence from SARS informing the department of why it is non-compliant and when is the estimated resolution,
 - (b) **A valid certified copy of a B-BBEE Verification Certificate** from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA). The B-BBEE certificate will only be used for identifying your level of B-BBEE but will not be used for scoring on the 80:20, Specific goals will be used for scoring,
 - (c) Curriculum Vitae of all professionals going to undertake the project.
 - (d) Project proposal including method statement.
 - (e) List of similar work carried out previously.
 - (f) Proof of registration on the Government's Central Supplier Database (CSD)
 - (g) Authority of signature



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RETURNABLE SCHEDULES

LIST OF RETURNABLE SCHEDULES

Tenderers are required to submit the following fully completed with their quotations:

- (a) SBD 4 Form
- (b) SBD 6.1 Form
- (c) SBD 7.2 Form

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

| | |
|-----------|----------------|
| | |
| Signature | Date |
| | |
| Position | Name of bidder |

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | |
| SPECIFIC GOALS | |
| Total points for Price and SPECIFIC GOALS | 100 |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

| DESCRIPTION OF SERVICE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | TOTAL PREFERENCE POINTS CLAIMED | POINTS CLAIMED FOR EACH SPECIFIC GOAL |
|------------------------|---------------------------------------|-----------------|---------------------------------|---------------------------------------|
| | | | | |

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:



PRICING DATA

SCHEDULE OF PROFESSIONAL FEES

The appointment value of the successful Occupational health and safety Agent to be appointed for the rendering of the services as described above will be fixed and based on an estimated construction duration of 22 months (Expected commencement at the beginning of April 2023) for the internal civil engineering services: Phase 6 in Lerato Park. Your firm's quotation should be based on the items as described in the table below:

| PAYMENT ITEM | MILESTONES DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|--------------|--|-------|-----|------|--------|
| 1. | Activity 1: Construction Health and Safety Specification review – Once off (As described above) | Sum | 1 | | |
| 2. | Activity 2: Post tender phase -Once off (As described above) | Sum | 1 | | |
| 3. | Activity 3: Pre-contract phase - Once off (As described above) | Sum | 1 | | |
| 4. | Activity 4: Contract phase – Monthly for the duration of the contract for the estimated Period: Beginning of May 2023 for a period of 22 months; | Month | 22 | | |
| 5. | Activity 5: Post contract phase - Once off (As described above) | Sum | 1 | | |
| 6. | Any additional activities as described above Specify | Sum | | | |
| 7. | Travelling (Should be sufficient to cover all travelling cost for the duration of the project) Specify | km | | | |
| 8. | Disbursements (Should be sufficient to cover all travelling cost for the duration of the project) Specify | Sum | | | |
| 9. | Sub-total (sum of items 1 – 8) | | | | |
| 10. | Contingency (15% of Item 9 above) | | | | |
| 11. | Sub-total (sum of items 9 & 10) | | | | |
| 12. | 0% VAT | | | | R0.00 |
| 13. | GRAND TOTAL (Including disbursements and travelling) | | | | |

It must be noted that the abovementioned milestone payments will only be paid as indicated above, if the work to be done by successful service provider to be appointed have been completed to the satisfaction of Bigen Africa.

SECTION 37 (2) AGREEMENT

Annexure A
WRITTEN AGREEMENT IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH
AND SAFETY ACT
(Act Number 85 of 1993)

This Agreement is made on this ____ day of _____ 20__ ("Effective Date")
between:

The Department of Cooperative Governance, Human Settlements and Traditional Affairs of the Northern Cape Province ("COGHSTA"), herein represented by Mr BS Lenkoe as the Head of the Department of COGHSTA duly authorised thereto ("the Client").

AND

..... (Details of the successful Occupational health and safety agent's details be included) (Registration No:if available) herein represented by (details representative of the Occupational health and safety Agent to be included) acting as duly authorised thereto ("**the Mandatary**").

Workmen's Compensation Number: _____

(hereinafter collectively referred to as "Parties" and individually as "Party")

For purposes of **Project Name** (Work Package Number:) ("Project") at **Project Location**.

PREAMBLE

WHEREAS the purpose of the Agreement is to regulate the legal responsibilities and liabilities arising from the work for which the Mandatary was engaged by the Client and all related activities ("Contract Work") specifically regarding occupational health and safety management services.

AND WHEREAS this Agreement does not purport to regulate all the contractual relations between the Parties, and does not replace any existing agreement(s) between the Parties relating to any other aspect that does not relate to Occupational Health and Safety ("OH&S") risks, responsibilities and liabilities.

AND WHEREAS this declaration is binding on the Mandatary, as well as the fact, that in terms of this document any sub-contractor who may be utilised by the Mandatary from a liability perspective remains with the Mandatary.

AND WHEREAS the Mandatary specifically acknowledges that any reference to the Mandatary and his employees also refer to the Mandatary's sub-contractors and the sub-contractors' employees.

Annexure A
WRITTEN AGREEMENT IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH
AND SAFETY ACT
(Act Number 85 of 1993)

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. LEGAL COMPLIANCE

- 1.1. The Mandatary undertakes to comply with all legal requirements for OH&S during the execution of the Contract Work, including both legislative and Common Law provisions.
- 1.2. The legal requirements mentioned above include, without limitation, the provisions of the following Acts and regulations as amended from time to time and shall always refer to the latest act, regulation or codes of practice:
 - 1.2.1. Occupational Health and Safety Act, 85 of 1993 and its regulations ("OHS-Act");
 - 1.2.2. The Compensation for Occupational Injuries and Diseases Act, 130 of 1993
 - 1.2.3. The latest National Building Regulations and Building Standards Act, its regulations and related Codes of Practice as amended from time to time ;
 - 1.2.4. The National Environmental Management Act, 107 of 1998 ;
 - 1.2.5. The Environment Conservation Act, 73 of 1989;
 - 1.2.6. The National Water Act, 36 of 1998;
 - 1.2.7. All relevant labour legislation;
 - 1.2.8. Any other applicable National Acts of Parliament, Provincial legislation and local bylaws and regulations, as well as Common Law provisions.

2. MANDATORY AN EMPLOYER

The Mandatary shall be deemed to be an employer in his own right whilst performing the Contract Work on behalf of the Client. In terms of Section 16 (1) of the OHS-Act.

3. MINIMUM REQUIREMENTS

Without derogating from any legal requirement or any other aspect of the Agreement, the Mandatary undertakes to ensure that he his employees will at all times comply with the following conditions:

- 3.1. In terms of this Agreement the Mandatary agrees to the arrangements and procedures, as prescribed by the Client, and as provided for in terms of Section 37(2) of the OHS-Act, for the purposes of compliance with the OHS-Act.
- 3.2. The Mandatary acknowledges that this Agreement constitutes an agreement in terms of Section 37(2) of the OHS-Act, whereby all responsibility for OH&S matters relating to the Contract Work the Mandatary and his employees are to perform on the Site in terms of the engagement shall be the obligation of the Mandatary.
- 3.3. The Mandatary further undertakes that he and/or his employees undertake to maintain such compliance with the OHS-Act.
- 3.4. The Mandatary hereby undertakes to ensure that the health and safety of any person on the Site will not be endangered by the conduct and/or activities of himself and his employees in execution of the Contract Work whilst they are on the Site.

[Initial all, excluding signature page(s)]

Annexure A
WRITTEN AGREEMENT IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH
AND SAFETY ACT
(Act Number 85 of 1993)

- 3.5. All work performed on Site must be performed under the close supervision of people who are trained to understand all the OH&S hazards associated with any Contract Work that the Mandatary performs on Site.
- 3.6. The Mandatary shall appoint competent persons as per Section 16 (2) of the OHS-Act. Any such appointed person shall be trained on any SHE matter, and the OHS-Act provisions pertinent to the Contract.
- 3.7. Copies of any appointments or delegation of authority made by the Mandatary in terms of Section 16 (2) of the OHS-Act shall immediately be provided to the Client.
- 3.8. The Mandatary shall further ensure that all his employees are trained on the health and safety aspects relating to Contract Work and that they understand the hazards associated with such work being carried out on the Site that forms part of the Contract Work.
- 3.9. The Mandatary shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same, and that he in turn immediately reports these to the Client and/or its representative.
- 3.10. The Mandatary and/or its responsible persons and employees shall provide full Cooperation and information if and when the Client or its representative inquiries into OH&S issues concerning the Mandatary. It is hereby recorded that the Client and his representative shall at all times be entitled to make such inquiry.
- 3.11. The Mandatary shall utilise its own procedures, guidelines and other documentation as required for the purposes of ensuring a healthy and safe Working environment.
- 3.12. The Mandatary shall ensure that his employees will obtain a permit before performing Contract Work requiring a permit and that his employees will be trained and found competent prior to performing Contract Work.

4. INSURANCE AND REGRESS

The Mandatary shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatary shall further ensure that the cover shall remain in force during the duration of the Contract Work

5. INCIDENT REPORTING AND INVESTIGATION

All incidents referred to in the OHS-Act shall be reported by the Mandatary to the Department of Labour and to the Client immediately upon becoming aware of such incident. The Client shall further be provided with copies of any written documentation relating to any incident. The Client retains an interest in the notification of any incident as described, above, as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such incident.

Annexure A
WRITTEN AGREEMENT IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH
AND SAFETY ACT
(Act Number 85 of 1993)

6. SUB-CONTRACTORS

The Mandatary shall notify the Client of any sub-contractor he may wish to perform work on the Site in terms of the Contract Work. It is hereby recorded that all the terms and provisions contained in this Agreement shall be equally binding upon the sub-contractor prior to the sub-contractor commencing with Sub-Contracted Work.

7. PERSONAL PROTECTIVE EQUIPMENT

The Mandatary shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for Contract Work they may perform, and in accordance with the requirements of General Safety Regulation 2(1) of the OHS-Act. The Mandatary shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

8. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of Contract Work to be performed by the Mandatary and/or whilst any of the Mandatary's workmen are present on the Site applicable in terms of the Contract Work.

For: the Client

Signed at _____ on this _____ day of _____ 20____

WITNESSES

1. _____

2. _____

| | |
|-----------------------------------|---------------------------|
| _____ Name of Signatory | _____ Signature |
|-----------------------------------|---------------------------|

For: the Mandatary

Signed at _____ on this _____ day of _____ 20____

WITNESSES

1. _____

2. _____

| | |
|-----------------------------------|---------------------------|
| _____ Name of Signatory | _____ Signature |
|-----------------------------------|---------------------------|

THE CONTRACT

AGREEMENT AND CONTRACT DATA

1. Form of Offer and Acceptance
2. Contract Data



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

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

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

TENDER No: NC/06/2023

**TO ACT AS AGENT IN TERMS OF THE CONSTRUCTION
REGULATIONS, 2003 AND 2014 OF THE OCCUPATIONAL HEALTH
AND SAFETY ACT (ACT 85 OF 1993) FOR THE INTERNAL CIVIL
ENGINEERING SERVICES: PHASE 6 IN LERATO PARK**

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:

Tender No: NC/06/2023: TO ACT AS AGENT IN TERMS OF THE CONSTRUCTION REGULATIONS, 2003 AND 2014 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) FOR THE INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6 IN LERATO PARK.

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 exclusive 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 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:

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 of this document 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.



For the Employer:

Signature(s)

Name(s)

Capacity

Name and address of organisation:

Signature and Names of witnesses:

Signatures

Names

Date:

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.

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.



COGHSTA

Co-operative Governance
Human Settlement & Traditional Affairs

For the Tenderer:

Signature(s)

Name(s)

Capacity

Name and address of organisation:

Signature and Names of witnesses:

Signatures

Names

Date:

For the Employer:

Signature(s)

Name(s)

Capacity



Name and address of organisation:

Signature and Names of witnesses:

Signatures

Names

Date:

**CONFIRMATION OF RECIEPT**

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this agreement, including the Schedule of Deviations (if any) today:

At(Place) on the (day)

of (month) 20 (year)

For the Contractor:

Signature(s) _____

Name(s) _____

Capacity _____

Signature and Names of witnesses:

Signatures _____

Names _____