

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

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

VOLUME 1: CONTRACT DOCUMENT

February 2023

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@bigengroup.com



Closing Date: 3 March 2023 at 11h00

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

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

CONTENTS LIST

DESCRIPTION

COLOUR

VOLUME 1

SBD 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

Section C1.1 Forms of offer and acceptance

Section C1.2 Contract data

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



SBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NC/24/2022	CLOSING DATE:	3 March 2023	CLOSING TIME:	11h00am
DESCRIPTION	Lerato park integrated housing development Internal civil engineering services: phase 6				
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			
	<input type="checkbox"/>	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

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, 2022, 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)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ 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

Contractor

Witness 1

Witness 2

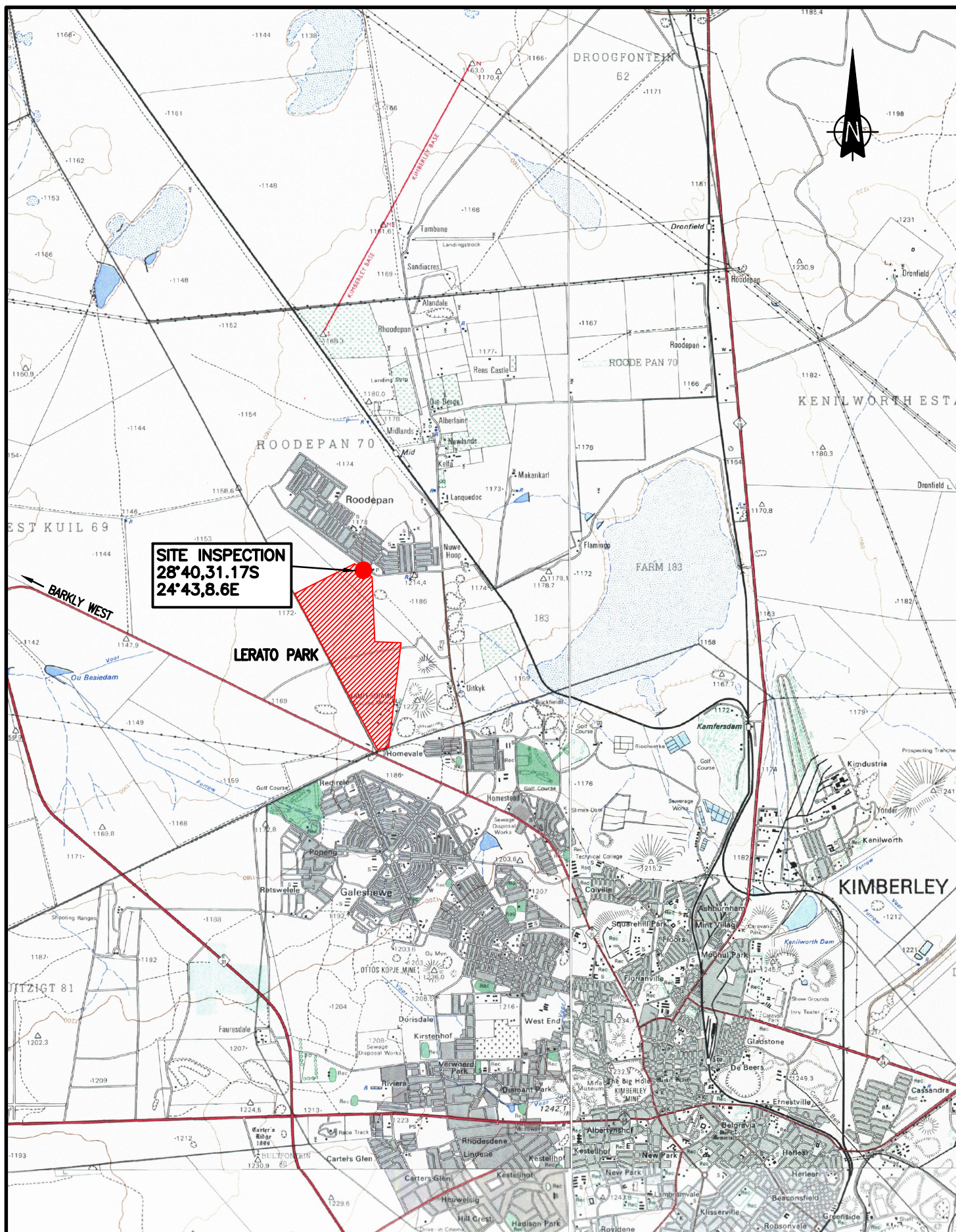
Employer

Witness 1

Witness 2

Tender Info

Tender month	FEBRUARY 2023
Tender date:	10/02/2023
Tender Number	NC/24/2022
Title of Tender	LERATO PARK INTEGRATED HOUSING DEVELOPMENT: INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6.
Description	THE CONSTRUCTION OF INTERNAL CIVIL ENGINEERING INFRASTRUCTURE FOR LERATO PARK PHASE 6, INCLUDING, WATER AND SEWER, ROAD AND STORM WATER INFRASTRUCTURE
Employer	DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS OF THE NORTHERN CAPE (COGHSTA)
Employer	COGHSTA
Employer email	bslenkoe@ncpg.gov.za
Postal Address	PRIVATE BAG X5005
Town/City	KIMBERLEY
Code	8300
Physical Address1	Larry Moleko Louw Building
Physical Address2	9 CECIL SUSSMAN ROAD
Physical Address4	8301
Employer's Agent: Name	MR. M. MARINDILI
Company	COGHSTA
Postal Address	PRIVATE BAG X5005
Town/City	KIMBERLEY, 8300
Physical 1	LARRY MOLEKO LOUW
Physical 2	9 CECIL SUSSMAN ROAD
Tel:	(053) 830 9400
Fax:	(053) 831 4308
E-mail:	MMARINDILI@NCPG.GOV.ZA
Advert Date	FRIDAY, 10 FEBRUARY 2023
Briefing Date	A COMPULSORY briefing session will be held on 14 FEBRUARY 2023 at the Lerato Park Site office (28°40'31.12"S, 24°43'8.58"E). 10am start time
Tender Documents available at	Tender E-Portal - http://www.etenders.gov.za and www.coghsta.ncpg.gov.za
Closure Date	03 MARCH 2023
Closure Time	11H00
Tender Box Location	COGHSTA HEAD OFFICE, LARRY MOLEKO LOUW BUILDING, 9 CECIL SUSSMAN ROAD, KIMBERLEY, 8301.
General Enquiries Contact Person	KAREL VISAGIE of CoGHSTA, Tel: (053) 807-9723, e-mail: KVISAGIE@NCPG.GOV.ZA
Technical Enquiries Contact Person	MR. M. MARINDILI of CoGHSTA, Tel: (053) 807-9515, e-mail: MMARINDILI@NCPG.GOV.ZA
Procurement Policy	Preferential Procurement Regulations, 2022 (Government Gazette No. 2721)
Functionality	A functionality criterion will be applied at evaluation. Bidders must achieve a minimum score of 70 points to move to the financial bid evaluation.
PPFA	The bid will be evaluated on the 90:10 preference point system for all the bids that meet the minimum functionality score.



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Doing good while
doing business

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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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

TENDERING PROCEDURES

CONTENTS LIST

Section	Description	Page No
SECTION T1.1	TENDER NOTICE AND INVITATION TO TENDER.....	T1.2
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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

PORTION 1: TENDER

Section T1.1

Tender Notice and Invitation to Tender

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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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

TENDER NOTICE AND INVITATION TO TENDER

1. Tenders are invited for the construction of internal civil engineering infrastructure for Lerato Park Phase 6, 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 **10 February 2023** by the Northern Cape Department of Co-operative Governance, Human Settlements and Traditional Affairs.
5. Tenders close on **3 March 2023 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 February 2023 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.
8. Tender will be evaluated on a 90/10 principal evaluation criteria.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.
- Preference will be given to construction companies who are owned by women, youth or persons with disability
- The requirements of the Preferential Procurement Regulations, 2022 (Government Gazette No. 2721) 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.
- 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

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 Department Enterprise Development 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

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

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

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

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

Witness 2

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 February 2023</p> <p>Time : 10h00am</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, in hard copy by writing in black ink and one soft copy, preferably on a memory stick.</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>Tender Number: NC/24/2022 –Internal Civil Engineering Services: Phase 6</p> <p>Please note that the original tender document with a soft copy on a memory stick</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>must be placed in a sealed envelope.</p> <p>The name and address of the tender shall be entered on the back of the envelope.</p>
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. Failure to fill in the Form of Offer will result in rejection of that specific tender since no valid offer was made to the client for the execution of the works.</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</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>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 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 am on 3 March 2023</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>
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	Add the following new clause:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	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 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> <p>a. CIDB registration certificate in the grading designation stipulated in clause 2.1 above,</p> <p>b. Original valid Tax Clearance Certificate, or a recent CSD report clearly</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>stipulating the tax status, or a unique security personal identification number (PIN) issued by the SA Revenue Services (in terms of the 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 none compliant, the tenderer must submit evidence from SARS informing the department of why it is none complaint and when is the estimated resolution,</p> <p>c. Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate) or a recent CSD report detailing the tax status,</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> <p>n. B-BBEE verification Certificate</p>
3.4	Tenders will not be opened immediately after the closing time for tenders.
3.5	A two-envelope procedure will not be followed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
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 for the Employer to consider the tender offer as being non-responsive.</p>
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 and specific goals are:</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>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	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.
3.11.2	<p>Delete Clause 3.11.2 and replace with:</p> <p>Method 1: Price and Specific Goals</p> <p>In the case of a price and specific goals:</p> <ol style="list-style-type: none"> 1.) Score tender evaluation points for price 2.) Score points for specific goals 3.) Add the points scored for price and specific goals.
3.11.2	<p>Functionality</p> <p>A two-stage tender procedure will be followed. The tenderers shall first be evaluated on the following functionality requirements:</p> <p>1. Experience</p> <p>(Scoring a maximum of 40%)</p> <ol style="list-style-type: none"> 40% - Completion of at least 5 projects of similar scope, above CIDB Grade 6 in the last 5 years, supported by contactable references and completion certificated 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 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 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>2. Project Staff Experience</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<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 and must be in possession of a National Diploma in Civil Engineering.</p> <p>15% - Site Agent – Minimum 5 years’ experience as a Site Agent in construction of civil services for township developments, with supporting documentation and must be in possession of a National Diploma in Civil Engineering.</p> <p>10% - Foreman – Minimum 5 years’ experience as a foreman in construction of civil services for township developments, with supporting documentation and must be in possession of a National Diploma in Civil Engineering.</p> <p>3. Plant and Equipment</p> <p>(Scoring a maximum of 20%)</p> <p>20% - Owning 100% of equipment, supported by proof</p> <p>10% - Owning 50% to 99% of equipment, supported by proof</p> <p>5% - Owning 1% to 49% of equipment, supported by proof</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>
3.11.3	<p>Delete Clause 3.11.3 and replace with:</p> <p>Method 2: Functionality, Price and Specific Goals</p> <p>In the case of a functionality, price and specific goals:</p> <p>1.) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender																
	<p>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.</p> <p>3.) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the price and specific goals prescribed in paragraphs 3.11.4 and 3.11.5 below.</p>																
3.11.4	<p>Delete Clause 3.11.4 and replace with:</p> <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value below R50 million.</p> <p>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):</p> $Ps = 80 \left[1 - \frac{Pt - Pmin}{Pmin} \right]$ <p>Where <i>Ps</i> = Points scored for price of tender under consideration; <i>Pt</i> = Price of tender under consideration; and <i>Pmin</i> = Price of lowest acceptable tender.</p> <p>(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:</p> <p>The following table must be used to calculate the score out of 20 for specific goals:</p> <table border="1"> <thead> <tr> <th>Specific Goals</th><th>Number of points</th></tr> </thead> <tbody> <tr> <td>100% or more Women or Youth owned</td><td>10</td></tr> <tr> <td>Less than 100% Women or youth owned</td><td>5</td></tr> <tr> <td>100% Black owned company</td><td>10</td></tr> <tr> <td>Less than 100% Black owned company</td><td>5</td></tr> <tr> <td>100% People living with disability</td><td>10</td></tr> <tr> <td>Locally owned companies</td><td>5</td></tr> <tr> <td>Maximum obtainable points</td><td>20</td></tr> </tbody> </table>	Specific Goals	Number of points	100% or more Women or Youth owned	10	Less than 100% Women or youth owned	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
Specific Goals	Number of points																
100% or more Women or Youth owned	10																
Less than 100% Women or youth owned	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																

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>The following must be noted for the allocation of 20 points:</p> <ul style="list-style-type: none"> • A tenderer might be requested to submit proof of its B-BBEE status level 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 and 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 to a reasonable price, negotiate a reasonable price with the tenderer scoring the third highest points or cancel the tender. • If a reasonable price is not agreed as envisaged, COGHSTA must cancel the tender.
3.11.5	<p>Delete Clause 3.11.5 and replace with:</p> <p>The 90/10 preference points system for acquisition of services, works or</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender																
	<p>goods with a Rand value above R 50 million.</p> <p>(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):</p> $90/10$ $Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$ <p>Where</p> <p><i>Ps</i> = Points scored for price of tender under consideration; <i>Pt</i> = Price of tender under consideration; and <i>Pmin</i> = Price of lowest acceptable tender.</p> <p>The following table must be used to calculate the score out of 10 for specific goals:</p> <table border="1"> <thead> <tr> <th>Specific Goals</th><th>Number of</th></tr> </thead> <tbody> <tr> <td>100% or more Women or Youth</td><td>5</td></tr> <tr> <td>Less than 100% Women or youth</td><td>2</td></tr> <tr> <td>100% Black owned company</td><td>5</td></tr> <tr> <td>Less than 100% Black owned</td><td>2</td></tr> <tr> <td>100% People living with disability</td><td>5</td></tr> <tr> <td>Locally owned companies</td><td>2</td></tr> <tr> <td>Maximum obtainable points</td><td>10</td></tr> </tbody> </table> <p>The following must be noted for the allocation of 10 points:</p> <ul style="list-style-type: none"> • A tenderer might be requested to submit proof of its B-BBEE status level 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 10 points from any of the above specific goals on the table. • CSD printout must accompany all submission documents. 	Specific Goals	Number of	100% or more Women or Youth	5	Less than 100% Women or youth	2	100% Black owned company	5	Less than 100% Black owned	2	100% People living with disability	5	Locally owned companies	2	Maximum obtainable points	10
Specific Goals	Number of																
100% or more Women or Youth	5																
Less than 100% Women or youth	2																
100% Black owned company	5																
Less than 100% Black owned	2																
100% People living with disability	5																
Locally owned companies	2																
Maximum obtainable points	10																

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<ul style="list-style-type: none"> • 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 10 points. • Locality points will be allocated to any company with a valid and 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 to a reasonable price, negotiate a reasonable price with the tenderer scoring the third highest points or cancel the tender. • If a reasonable price is not agreed as envisaged, COGHSTA must cancel the tender.
3.11.7	The financial offer will be scored in terms of formula 2 option 1
3.12	<p>Replace the contents of the clause with the following:</p> <p>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.</p>
3.16.2	<p>Replace the contents of the clause with the following:</p> <p>Notice of non-acceptance of tender will not be sent to individual unsuccessful</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	tenderers. Particulars of the accepted tender can be obtained from the Employer's Agent.
3.17	The successful tenderer shall receive one copy of the signed contract.
3.18	<p>Add the following new clause:</p> <p>The successful tenderer must subcontract a minimum of 30% of the contract value to:</p> <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) <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</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	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.
3.19	This clause is not applicable to private sector employers.

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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

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

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

Witness 2

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 February 2023</p> <p>Time : 10h00am</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>Tender Number: NC/24/2022 –Internal Civil Engineering Services: Phase 6</p> <p>Please note that the original tender document with a soft copy on a memory stick</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>must be placed in a sealed envelope.</p> <p>The name and address of the tender shall be entered on the back of the envelope.</p>
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. Failure to fill in the Form of Offer will result in rejection of that specific tender since no valid offer was made to the client for the execution of the works.</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</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>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 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 am on 3 March 2023</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>
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	Add the following new clause:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	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 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> <p>a. CIDB registration certificate in the grading designation stipulated in clause 2.1 above,</p> <p>b. Original valid Tax Clearance Certificate, or a recent CSD report clearly</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>stipulating the tax status, or a unique security personal identification number (PIN) issued by the SA Revenue Services (in terms of the 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 none compliant, the tenderer must submit evidence from SARS informing the department of why it is none complaint and when is the estimated resolution,</p> <p>c. Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate) or a recent CSD report detailing the tax status,</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 not be opened immediately after the closing time for tenders.
3.5	A two-envelope procedure will not be followed.
3.8.1	Add the following to the clause:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<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 for the Employer to consider the tender offer as being non-responsive.</p>
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 and specific goals are:</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</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	responsive tenders received have a value in excess of R50 000 000.
3.11.2	<p>Delete Clause 3.11.2 and replace with:</p> <p>Method 1: Price and Specific Goals</p> <p>In the case of a price and specific goals:</p> <ol style="list-style-type: none"> 1.) Score tender evaluation points for price 2.) Score points for specific goals 3.) Add the points scored for price and specific goals.
3.11.2	<p>Functionality</p> <p>A two-stage tender procedure will be followed. The tenderers shall first be evaluated on the following functionality requirements:</p> <p>1. Experience</p> <p>(Scoring a maximum of 40%)</p> <ol style="list-style-type: none"> 40% - Completion of at least 5 projects of similar scope, above CIDB Grade 6 in the last 5 years, supported by contactable references and completion certificated 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 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 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>2. Project Staff Experience</p> <p>(Scoring a maximum of 40%)</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<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 and must be in possession of a National Diploma in Civil Engineering.</p> <p>15% - Site Agent – Minimum 5 years' experience as a Site Agent in construction of civil services for township developments, with supporting documentation and must be in possession of a National Diploma in Civil Engineering.</p> <p>10% - Foreman – Minimum 5 years' experience as a foreman in construction of civil services for township developments, with supporting documentation and must be in possession of a National Diploma in Civil Engineering.</p> <p>3. Plant and Equipment</p> <p>(Scoring a maximum of 20%)</p> <p>20% - Owning 100% of equipment, supported by proof</p> <p>10% - Owning 50% to 99% of equipment, supported by proof</p> <p>5% - Owning 1% to 49% of equipment, supported by proof</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>
3.11.3	<p>Delete Clause 3.11.3 and replace with:</p> <p>Method 2: Functionality, Price and Specific Goals</p> <p>In the case of a functionality, price and specific goals:</p> <p>1.) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.</p> <p>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</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender																
	<p>tender invitation.</p> <p>3.) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the price and specific goals prescribed in paragraphs 3.11.4 and 3.11.5 below.</p>																
3.11.4	<p>Delete Clause 3.11.4 and replace with:</p> <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value below R50 million.</p> <p>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):</p> $Ps = 80 \left[1 - \frac{Pt - P_{min}}{P_{min}} \right]$ <p>Where</p> <p><i>Ps</i> = Points scored for price of tender under consideration;</p> <p><i>Pt</i> = Price of tender under consideration; and</p> <p><i>Pmin</i> = Price of lowest acceptable tender.</p> <p>(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:</p> <p>The following table must be used to calculate the score out of 20 for specific goals:</p> <table border="1"> <thead> <tr> <th>Specific Goals</th><th>Number of points</th></tr> </thead> <tbody> <tr> <td>100% or more Women or Youth owned</td><td>10</td></tr> <tr> <td>Less than 100% Women or youth owned</td><td>5</td></tr> <tr> <td>100% Black owned company</td><td>10</td></tr> <tr> <td>Less than 100% Black owned company</td><td>5</td></tr> <tr> <td>100% People living with disability</td><td>10</td></tr> <tr> <td>Locally owned companies</td><td>5</td></tr> <tr> <td>Maximum obtainable points</td><td>20</td></tr> </tbody> </table> <p>The following must be noted for the allocation of 20 points:</p> <ul style="list-style-type: none"> A tenderer might be requested to submit proof of its B-BBEE status 	Specific Goals	Number of points	100% or more Women or Youth owned	10	Less than 100% Women or youth owned	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
Specific Goals	Number of points																
100% or more Women or Youth owned	10																
Less than 100% Women or youth owned	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																

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>level contributor.</p> <ul style="list-style-type: none"> • 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 and 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 to a reasonable price, negotiate a reasonable price with the tenderer scoring the third highest points or cancel the tender. • If a reasonable price is not agreed as envisaged, COGHSTA must cancel the tender.
3.11.5	<p>Delete Clause 3.11.5 and replace with:</p> <p>The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender																
	<p>(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):</p> <p style="text-align: center;">90/10</p> $Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$ <p>Where</p> <p><i>Ps</i> = Points scored for price of tender under consideration; <i>Pt</i> = Price of tender under consideration; and <i>Pmin</i> = Price of lowest acceptable tender.</p> <p>The following table must be used to calculate the score out of 10 for specific goals:</p> <table border="1"> <thead> <tr> <th>Specific Goals</th><th>Number of</th></tr> </thead> <tbody> <tr> <td>100% or more Women or Youth</td><td>5</td></tr> <tr> <td>Less than 100% Women or youth</td><td>2</td></tr> <tr> <td>100% Black owned company</td><td>5</td></tr> <tr> <td>Less than 100% Black owned</td><td>2</td></tr> <tr> <td>100% People living with disability</td><td>5</td></tr> <tr> <td>Locally owned companies</td><td>2</td></tr> <tr> <td>Maximum obtainable points</td><td>10</td></tr> </tbody> </table> <p>The following must be noted for the allocation of 10 points:</p> <ul style="list-style-type: none"> • A tenderer might be requested to submit proof of its B-BBEE status level 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 10 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 	Specific Goals	Number of	100% or more Women or Youth	5	Less than 100% Women or youth	2	100% Black owned company	5	Less than 100% Black owned	2	100% People living with disability	5	Locally owned companies	2	Maximum obtainable points	10
Specific Goals	Number of																
100% or more Women or Youth	5																
Less than 100% Women or youth	2																
100% Black owned company	5																
Less than 100% Black owned	2																
100% People living with disability	5																
Locally owned companies	2																
Maximum obtainable points	10																

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>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 10 points.</p> <ul style="list-style-type: none"> • Locality points will be allocated to any company with a valid and 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 to a reasonable price, negotiate a reasonable price with the tenderer scoring the third highest points or cancel the tender. • If a reasonable price is not agreed as envisaged, COGHSTA must cancel the tender.
3.11.7	The financial offer will be scored in terms of formula 2 option 1
3.12	<p>Replace the contents of the clause with the following:</p> <p>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.</p>
3.16.2	<p>Replace the contents of the clause with the following:</p> <p>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.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
3.17	The successful tenderer shall receive one copy of the signed contract.
3.18	<p>Add the following new clause:</p> <p>The successful tenderer must subcontract a minimum of 30% of the contract value to:</p> <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) <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</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	subcontract on appointment without listing and submitting supporting documents will be disqualified.
3.19	This clause is not applicable to private sector employers.

END OF SECTION

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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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

PORTION 1: TENDER

Section T1.3 Standard Conditions of Tender

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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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

STANDARD CONDITIONS OF TENDER

INDEX

Item	Description	Page No
1.	GENERAL	3
1.1	Actions	3
1.2	Tender Documents.....	4
1.3	Interpretation	4
1.4	Communication and employer's agent.....	5
1.5	The employer's right to accept or reject any tender offer	5
1.6	Procurement procedures	6
2.	TENDERER'S OBLIGATIONS.....	7
2.1	Eligibility	7
2.2	Cost of tendering	8
2.3	Check documents	8
2.4	Confidentiality and copyright of documents	8
2.5	Reference documents	8
2.6	Acknowledge addenda	8
2.7	Clarification meeting.....	9
2.8	Seek clarification	9
2.9	Insurance	9
2.10	Pricing the tender offer	9
2.11	Alterations to documents.....	9
2.12	Alternative tender offers	10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.13	Submitting a tender offer	10
2.14	Information and data to be completed in all respects.....	11
2.15	Closing time	11
2.16	Tender offer validity.....	11
2.17	Clarification of tender offer after submission.....	12
2.18	Provide other material	12
2.19	Inspections, tests and analysis.....	12
2.20	Submit securities, bonds, policies, etc.	13
2.21	Check final draft	13
2.22	Return of other tender documents	13
2.23	Certificates	13
3.	THE EMPLOYER'S UNDERTAKINGS	13
3.1	Respond to requests from the tenderer	13
3.2	Issue Addenda	14
3.3	Return late tender offers.....	14
3.4	Opening of tender submissions	14
3.5	Two-envelope system	14
3.6	Non-disclosure	15
3.7	Grounds for rejection and disqualification.....	15
3.8	Test for responsiveness	15
3.9	Arithmetical errors, omissions and discrepancies	16
3.10	Clarification of a tender offer	17
3.11	Evaluation of tender offers.....	17
3.12	Insurance provided by the employer.....	22
3.13	Acceptance of tender offer	22
3.14	Prepare contract documents	23
3.15	Complete adjudicator's contract	23
3.16	Notice to unsuccessful tenderers.....	23
3.17	Provide copies of the contracts.....	23
3.18	Provide written reasons for actions taken	23
3.19	Transparency in the procurement process	24

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

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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

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*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Witness 2

Employer

Witness 1

Witness 2

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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;

Contractor

Witness 1

Witness 2

Employer

Witness 1

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 BBBEE 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

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

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 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

Witness 1

Witness 2

Employer

Witness 1

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

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (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

$$Ps = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

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.

- (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).

- (5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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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 1 a	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

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) 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

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

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

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

PORTION 1: TENDER

Part T2

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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

RETURNABLE DOCUMENTS

CONTENTS LIST

Section	Description	Page No
T2.1	LIST OF RETURNABLE DOCUMENTS	T2.2
T2.2	RETURNABLE SCHEDULES	T2.4

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1

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

LERATO PARK INTEGRATED HOUSING DEVELOPMENT

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

PORTION 1: TENDER

Section T2.1

List of returnable documents

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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

LIST OF RETURNABLE DOCUMENTS

1. The following Returnable Schedules are required for tender evaluation purposes and must be submit with their tenders:
 - (a) Copy of Certificate of Contractor Registration with the CIDB,
 - (b) 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),
 - (c) Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate),
 - (d) Certified copy of Letter of Good Standing issued by the Department of Labour in terms of Act 130 of 1993,
 - (e) Certified copy of Unemployment Insurance Fund Certificate of Compliance in terms of Act 4 of 2002,
 - (f) Certified copy of Certificate of Incorporation (if tenderer is a Company),
 - (g) Certified copy of Founding Statement (if tenderer is a Closed Corporation),
 - (h) Certified copy of Partnership Agreement (if tenderer is a Partnership),
 - (i) Certified copy of Identity Document (if tenderer is a One-man concern),
 - (j) Joint Venture Agreement (if tenderer is a Joint Venture),

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (k) Curriculum vitae of the person who prepares the Contractor's Health and Safety Plan, and
 - (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).
 - (m) Curriculum Vitae of all supervisory staff,
 - (n) B-BBEE Verification Certificate.
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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

RETURNABLE SCHEDULES

INDEX

Section	Description	Page No
T2.2.1	Alterations by Tenderer	T2.2
T2.2.2	Works Previously Executed	T2.3
T2.2.3	Present Commitments	T2.4
T2.2.4	Supervisory and Safety Personnel	T2.5
T2.2.5	Labour Utilisation	T2.6
T2.2.6	Compliance with OHSA (Act 85 of 1993).....	T2.10
T2.2.7	Plant and Equipment	T2.11
T2.2.8	Proposed Sub-contractors	T2.12
T2.2.9	Site Inspection Certificate	T2.13
T2.2.10	Authority of Signatory	T2.14
T2.2.11	Record of Addenda to Tender Document	T2.15
T2.2.12	Compulsory Enterprise Questionnaire	T2.16
T2.2.13	Bidder's Disclosure	T2.19

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 : _____

--	--

--	--

□

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

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

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

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).
How is this policy communicated to all employees? **YES / NO**

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

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

6. Does the Contractor have a safety officer in his employment, responsible for the
overall safety of his company? **YES / NO**
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?
(If yes, provide a copy). **YES / NO**

Signature of Tenderer

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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_____

For the Engineer (signed)

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

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 | |

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

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"/> a member of any provincial legislature
<input type="checkbox"/> a member of the National Assembly or the National
<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 | <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 an accounting authority of any national or provincial public entity
<input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|--|

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:

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

SBD4

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SBD4

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SBD4

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

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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

AGREEMENTS AND CONTRACT DATA

CONTENTS LIST

Section	Description	Page No
C1.1	FORM OF OFFER AND ACCEPTANCE	C1.2
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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

PORTION 2: CONTRACT

Section C1.1

Form of Offer and Acceptance

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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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

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

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: _____

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

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

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

CONFIRMATION OF RECEIPT

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:

The (day)

of (month)

20 (year)

For the Contractor:

Signature(s) _____

Name(s) _____

Capacity _____

Signature and Names of witnesses:

Signatures _____

Names _____

END OF SECTION

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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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

PORTION 2: CONTRACT

Section C1.2 Contract 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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

CONTRACT DATA

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or www.saice.org.za.

CONTRACT SPECIFIC DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, Third Edition (2015), the following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.3	Delete the contents of the clause and insert the following: "Certificate of Completion" means the certificate issued by the Employer's Agent stating the date on which completion of the Works was achieved. Certificates of Completion will not be issued for portions or phases of the Works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
1.1.1.13	The Defects Liability Period for the Works shall be 365 calendar days.
1.1.1.14	<p>Add the following to the end of this definition:</p> <p>This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</p> <p>The project will be implemented in phase (refer to Section C3.1: Description of the Works)</p> <p>The time for achieving Practical Completion, including the 28 days allowance for finalisation of documentation in terms of Clause 5.3.2 and Clause 5.3.3, is</p> <ul style="list-style-type: none"> • Phase 6.1 (343 sites) – 300 days • Phase 6.2 (482 sites) - 365 days
1.1.1.15	The Employer is the Northern Cape Department of Co-operative Governance, Human Settlement and Traditional Affairs.
1.1.1.16	The Employer's Agent means any Principal, Associate Principal or Registered Professional appointed generally or specifically by the management of the firm Bigen Africa Services (Pty) Ltd to fulfil the functions of the Employer's Agent in terms of the Conditions of Contract.
1.1.1.26	The pricing strategy is Re-measurement Contract
1.2.1	<p>Add the following to the clause:</p> <p>1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service or messenger, and signed for by the recipient or his representative.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
1.2.1.2	<p>The address and telephone number of the Employer is:</p> <p>JS du Plooy Building, 9 Cecil Sussman Street, Kimberley, 8301</p> <p>Private Bag X5005 Kimberley 8300 Tel: +27 (0) 53 830 9400 Fax: +27 (0) 53 831 2904</p> <p>The address and telephone number of the Employer's Agent is:</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>
2.4.1	<p>Delete the contents of the clause and insert the following:</p> <p>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence, listed from highest to lowest priority:</p> <p>(a) Form of Offer and Acceptance</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause	Contract Data
	<p>(b) Contract Data</p> <p>(c) General Conditions of Contract</p> <p>(d) Drawings</p> <p>(e) Variations and Additional Clauses to Particular Specifications and Standard Specifications</p> <p>(f) Particular Specifications</p> <p>(g) Standard Specifications</p> <p>(h) Bill of Quantities</p> <p>(i) any other documents forming part of the Contract</p> <p>If an ambiguity or discrepancy between the documents is found, the Employer's Agent shall provide the necessary clarification or instruction.</p>
3.2.3	<p>The Employer's Agent is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R100 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.2.3.3 The approval of any claim submitted by the Contractor in terms of</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
	Clause 10.1.
4.1.2	<p>Add the following to the clause:</p> <p>The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 Design calculations should the Employer's Agent request a copy thereof.</p> <p>4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.3	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
	Employer's Agent within 14 days from the Commencement Date.
4.3.4	<p>Add the following new clause:</p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.5	<p>Add the following new clause:</p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.6	<p>Add the following new clause:</p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
5.3.1	<p>The documentation required before commencement with Works Execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3.3)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
	<ul style="list-style-type: none"> Initial programme (Refer to Clause 5.6) A detailed cashflow forecast (Refer to Clause 5.6.2.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
5.3.2	The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.
5.3.3	Replace both periods of “7 days” in Clause 5.3.3 with “14 days”.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Works and/or Site Information.
5.6.1	<p>Add the following to the clause:</p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Works, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Scope of Works and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
5.7.1	<p>Delete the last paragraph of the clause and replace with the following:</p> <p>No instruction by the Employer’s Agent to the Contractor to improve his rate of progress in this regard will qualify for additional compensation, unless the instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis upon which it is to be determined.</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>Special non-working days shall be all South African statutory public holidays and the year end break (which commences on 16 December and ends on 05 January).</p>
5.12.5	<p>Add the following new clause:</p> <p>Extension of time due to Abnormal Rainfall</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
	<p>Extension of time for Practical Completion of the Contract in the event of abnormal rainfall shall only be allowed in accordance with the following formula. No additional extension of Time for Practical Completion caused by abnormal climatic conditions will be allowed, irrespective of the cause thereof or the effect it may have on the execution of the Works:</p> $V = (N_w - N_n) + (R_w - R_n)/20$ <p><i>Where:</i></p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>R_w = Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data																																										
	<p>security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Employer's Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer's Agent's Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.</p> <p>The rainfall records applicable to this Contract are those recorded at Weather Station KIMBERLY 0290468 4. The following values of N_n and R_n shall apply:</p> <table><tr><th>Month</th><th>R_n (mm)</th><th>N_n (days)</th></tr><tr><td>January</td><td>57</td><td>9.8</td></tr><tr><td>February</td><td>76</td><td>9.8</td></tr><tr><td>March</td><td>65</td><td>10.2</td></tr><tr><td>April</td><td>49</td><td>7.6</td></tr><tr><td>May</td><td>16</td><td>3.3</td></tr><tr><td>June</td><td>7</td><td>2.5</td></tr><tr><td>July</td><td>7</td><td>1.5</td></tr><tr><td>August</td><td>7</td><td>1.8</td></tr><tr><td>September</td><td>12</td><td>3.1</td></tr><tr><td>October</td><td>30</td><td>6.1</td></tr><tr><td>November</td><td>42</td><td>7.7</td></tr><tr><td>December</td><td>46</td><td>7.9</td></tr><tr><td>TOTAL</td><td>414</td><td>71</td></tr></table>	Month	R_n (mm)	N_n (days)	January	57	9.8	February	76	9.8	March	65	10.2	April	49	7.6	May	16	3.3	June	7	2.5	July	7	1.5	August	7	1.8	September	12	3.1	October	30	6.1	November	42	7.7	December	46	7.9	TOTAL	414	71
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5.13.	<p>Delete the contents of the clause and insert the following:</p> <p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific</p>																																										

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
	<p>portion.</p> <p>The penalty for delay shall be: R 5000,00 per day per sub-phase of the project.</p> <p>5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);</p> <p>then the appropriate penalty for delay referred to in Clause 5.13.1 above shall be reduced by the amount which is determined by the Employer's Agent to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent of the Employer to act in terms of Clause 9.2.</p>
5.13.6	<p>Add the following new Clause:</p> <p>If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
	<p>terms of the Contract:</p> <ul style="list-style-type: none"> fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract; <p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
5.16.3	The latent defect period is 10 years after the issue of the Final Approval Certificate.
6.2.2	<p>Delete the contents of the clause and insert the following:</p> <p>If the Contractor fails to select the security to be provided, or if the Contractor fails to provide the selected security within the time period stated in Clause 5.3.2, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of a Cash deposit of 10% of the Contract Sum plus retention of 10% of the value of the Works without limiting the Employer's right to terminate the Contract in terms of Clause 9.2.</p>
6.2.3	<p>Delete the contents of the clause and insert the following:</p> <p>If the Contractor has selected a performance guarantee as security, he shall</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
	<p>ensure that it remains valid and enforceable until the Certificate of Completion is issued. A fixed expiry date performance guarantee will not be accepted.</p> <p>The performance guarantee shall be provided by a financial service provider approved by the Employer. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990)</p> <p>The financial institution shall be an authorised financial service provider as contemplated in the Financial Advisory and Intermediary Services Act, 2002 (Act No 37 of 2002) (FAIS Act). In addition, the financial institution shall also be a licensed authorised financial services provider with the Financial Sector Conduct Authority of South Africa (FSCA).</p> <p>The financial institution/financial services provider shall have the following credit rating from one of the registered credit rating agencies mentioned:</p> <ul style="list-style-type: none"> Insurance companies: A claims paying ability rating of A- or above (Fitch, Global Credit Rating or Standard & Poor) or A3 or above for Moody's Investor's Service; and Banks: A short term rating of F1 or above for Fitch Ratings, A1 or above for Global Credit Rating, A-1 or above for Standard & Poor or P-1 or above for Moody's Investor's Service. <p>Guarantees must be issued on the pro-forma attached as Annexure A to the Contract Data. No alterations or amendments of the wording of the pro forma will be accepted.</p>
6.8.2	The application of a Contract Price Adjustment factor will apply to this Contract. Refer to Contract Price Adjustment Schedule for details
6.8.3	Price Adjustments for variations in the cost of special materials will be allowed. The Contractor will be required to provide full details in Part 2 of the Contract Data.
6.8.4	In line 8 delete the words "between the Employer and the Contractor".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The limit of retention money is 5% of the Contract Sum.
6.10.4	In line 4 delete the word “said” and insert the word “correct”.
6.11.1.3	Delete “15 per cent” and replace it with “25 per cent”.
8.6.1.3	The limit of indemnity for liability insurance is R10 Million per event, the number of events being unlimited.
10.5.3	The number of Adjudication Board Members to be appointed is one (1)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACT PRICE ADJUSTMENT SCHEDULE	
Clause	Contract Data
1.1	<p>The application of a Contract Price Adjustment factor will apply to this Contract. The price adjustment formula provided in the General Conditions of Contract will apply, together with the following coefficients and the definition of the relevant indices indicated below;</p> <p>X=0,1 a=0,21 b=0,27 c=0,42 d=0,1</p>
1.2	<p>The following definitions of the relevant indices shall apply to this Contract:</p> <p>“L” is the “Labour Index” and shall be the Consumer Price Index CPI for the province of Northern Cape, as published by Statistics South Africa in the Statistical Release, P0141 , Table A - Consumer Price Index: Main indices; Geographic indices.</p> <p>“P” is the “Plant Index” and shall be the “Plant and Equipment” indices, as published by Statistics South Africa in the Statistical Release, P0151.1 Table 4 - Mining and construction plant and equipment price index.</p> <p>“M” is the “Materials Index” and shall be the “Civil engineering material- total” as published by Statistics South Africa in the Statistical Release, P0151.1 Table 6 - Civil engineering material price indices.</p> <p>“F” is the “Fuel Index” and shall be the “Diesel” indices as published by Statistics South Africa in the Statistical Release, P0142.1, Table 1 - PPI for final manufactured goods; Coke, petroleum, chemical, rubber and plastic products.</p>
1.3	The base month shall be the month before the close of tender.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Part 2: Data provided by the Contractor

Clause	Contract Data						
1.1.1.9	<p>The name of the Contractor is:</p> <hr/> <hr/>						
1.2.1.2	<p>The address of the Contractor is:</p> <hr/> <hr/> <hr/> <hr/>						
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor's choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td><i>Cash deposit of 10% of the Contract Sum plus retention of 10% of the value of the Works.</i></td><td></td></tr> <tr> <td><i>Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.</i></td><td></td></tr> </tbody> </table>	Type of Security	Contractor's choice. Indicate "Yes" or "No"	<i>Cash deposit of 10% of the Contract Sum plus retention of 10% of the value of the Works.</i>		<i>Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.</i>	
Type of Security	Contractor's choice. Indicate "Yes" or "No"						
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<i>Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.</i>							
6.8.3	<p>The variation in cost of special materials is:</p>						

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

	Special Material	Method	Price for Base Month

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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

PORTION 2: CONTRACT

Section C1.2 Contract Data

Annexure A: Form of Guarantee

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

TENDER NUMBER: NC/24/2022

INTERNAL CIVIL ENGINEERING SERVICES: PHASE 6

(To be supplied on the
official letterhead
of "The Bank/Company")

PRO FORMA

FIXED PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:
.....

"Works" means:

"Site" means:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R.....

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

“Expiry Date” means: Date on which the Certificate of Completion of the Works has been issued.

(Note: A fixed expiry date will not be accepted)

CONTRACT DETAILS

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer’s Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 and 4.3:
 - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- the Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
 9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
 10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
 11. The Guarantor chooses the physical address as stated above for the service of all notice for all purposes in connection herewith.
 12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
 13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
 14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2