



INDEPENDENT DEVELOPMENT TRUST

VOLUME 1 of 2

TENDERING PROCEDURES, RETURNABLE DOCUMENTS, AGREEMENT AND CONTRACT DATA

COMPLETION OF THE REMAINING WORKS FOR THE CONSTRUCTION OF BATLHAROS SASSA OFFICES, IN KURUMAN , NORTHERN CAPE

TENDER NO: SASSA/NCSIP/2024/10/01
TENDER CLOSING DATE: 24 January 2025 @ 12H00

Independent Development Trust

13 Bishops Avenue
Labram
Kimberley
8301

13 Bishops Avenue
Labram
Kimberley
8301

Contact: (051) 430 0011
Name: Mr Kwanda Mzobe (SCM)
E-mail: KwandaM@idt.org.za

Contact: 071 892 1242
Name: Mr Boipelo Koloti (Program Manager)
E-mail: BoipeloK@idt.org.za

Bidder:

CIDB Registration Number: 3GB (GENERAL BUILDING) OR HIGHER

CSD Registration Number:

Total of the prices inclusive of value added tax: R

Amount in words:

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

INDEPENDENT DEVELOPMENT TRUST

COMPLETION OF THE REMAINING WORKS FOR THE CONSTRUCTION OF BATLHAROS SASSA OFFICES, IN KURUMAN , NORTHERN CAPE

T1.1 Tender Notice and Invitation to Tender

On behalf of the South African Social Security Agency (SASSA), the Independent Development Trust, invites bidders for the **COMPLETION OF THE REMAINING WORKS FOR THE CONSTRUCTION OF BATLHAROS SASSA OFFICES, IN KURUMAN , NORTHERN CAPE**

Only bidders, who meet the following requirements will be eligible for this bid;

- CIPC Document including share certificates of the Director's who appear on the CIPC document
- Certified copies of ID Documents for Director's of the company
- Proof of CIDB registration - **Grade 3 GB or higher**
- Copy of the certified valid tax clearance with Tax Compliance Pin certificate (TCC)
- Proof of Central Supplier Database (CSD) registration- Full report
- Valid Letter of Good standing i.e COIDA Certificate from DOL / RMA / FEM
- Completion of SBD 1, 4, 6.1 in **full**
- Completion of form of offer in the tender document in **full**
- Completion of Bill of Quantities in **full (Completed in BLACK INK)**
- Copy of the Joint venture agreement signed by both parties (where applicable including apportionment of the JV)
- Copy of Consolidated CIDB registration - **Grade 3 GB or higher** for Joint Venture parties
- Copy of Consolidated CSD for Joint Venture parties
- Proof of Attendance of the Compulsory Site Briefing Meeting

Note: Failure to submit any of the above documents / requirements shall result in immediate disqualification of the bid.

- Failure to complete and sign any designated spaces in the bid document shall result in immediate disqualification of the bid.

- If any of the Directors are listed on the Register of Defaulters, it shall result in the disqualification of the bid

If any of the Directors are in the employment of the State, it shall result in the disqualification of the bid.L

Only competent bidders who are competent in the advertised work and who have exceeded the minimum functionality threshold will be evaluated on a 80/20 (Price / Specific goals) points based on the Treasury Regulations of 2022, where functionality will be evaluated as follows:

Stage 1:

Criteria	Points Allocation
Proof of experience of the company in building projects (i.e. building works)	40 points
Signed and stamped client reference schedule	15 points
Proof of experience of Staff in building projects (i.e. building works)	15 points
Proof of plant ownership/ plant lease agreement/ hire arrangements	10 points
Detailed project programme with timelines and critical path with cash flow	20 points
Total	100 points
NB: Minimum qualifying threshold 70% (70 points)	

Stage 2:

The 80/20 Preferential Point System will be applied, where 80 points will be allocated for price and 20 points for specific goals. In order to Claim and be awarded points bidders must evidence that they belong to the targeted group specified.

The IDT will first conduct a risk assessment were necessary on bidder(s) who obtained a minimum threshold of 70% (i.e 70 points) in the functionality stage before the application of 100 pricing criteria. Bidders are requested to price each line item of the Bills of Quantities (BOQ). Should the bidder be deemed too risky to complete the project based on the QS's risk assessment report, they will be eliminated and not be considered for 100 pricing points evaluation criteria in line with the Preferential Procurement Policy Framework Act (PPPFA of 2000) Regulation of 2022

Only bidders who obtain 70% (70 points) minimum functionality threshold will be evaluated further.

Specific goal points are allocated as follows:

Targeted Group	Points Allocation
100% Women	6
100% Youth	6
100% People with Disabilities	4
100% Black People	4
Total Points	20

A compulsory site briefing / clarification meeting **will be held on Friday the 10th of December 2024 at 11h00 on site, Batlharos SASSA Offices, Batlharos Village, Kuruman, 8460, Co-ordinates: - 27.308813, 23.342811**

Note: Bidders are requested and encouraged to arrive 15 minutes or earlier before the commencement of the briefing session at 11h00. No late arrivals will be allowed in the briefing meeting. (i.e later than 11h30).

The Bid Advert and Documents will be available and can be downloaded from the **03th of December 2024** at:

- IDT Website
- National Treasury e-Tender portal and CIDB website

The bid closing date is **Monday the 24th of January 2025 by no later than 12h00 noon** and bids shall be submitted in the tender box at IDT's Northern Cape Regional Office;

13 Bishops Avenue
Labram
Kimberley
8301

Telegraphic, telephonic, telex, facsimile, e-mail and late bids **WILL NOT** be accepted.

Bids must only be submitted on the **original bid documentation** issued by the IDT.

Bids will not be opened on the day of submission and bidders **MUST** sign the submission register provided at the tender box.

IDT's office hours are **08h30 to 17h00** weekdays only.

All SCM enquiries relating to this bid must be directed to **Mr Kwanda Mzobe, Tel. Number: (051) 430 0011 or e-mail: KwandaM@idt.org.za** during office hours (08h30 – 17h00) weekdays.

All Technical enquiries relating to this bid must be directed to Mr Boipelo Koloti (Program Manager), **Tel. Number: 071 892 1242 or e-mail: BoipeloK@idt.org.za** during office hours (08h30 – 17h00) weekdays.

The Independent Development Trust does not bind itself to accept the lowest or any of the bids and reserves the right to accept the whole or any part of the bid.

T1.2 TENDER DATA

INDEPENDENT DEVELOPMENT TRUST

COMPLETION OF THE REMAINING WORKS FOR THE COSTRUCTION OF BATLHAROS SASSA OFFICES, IN KURUMAN, NORTHERN CAPE

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (Government Gazette, Vol. 578, No. 36760, 23 August 2013), hereinafter referred to as the Standard

The additional conditions of tender are:

Clause number	Tender Data for BID NO: SASSA/NCSIP/2024/10/01
F.1.1	The employer is the Independent Development Trust .
F.1.2	<p>The tender documents issued by the employer comprises:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data</p> <p>Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules T2.3 Local Content</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data C1.1 Form of offer and acceptance</p> <p>Part C2: Pricing data C2.1 Pricing instructions C2.2 Bills of quantities</p> <p>Part C3: Scope of work C3.1 Scope of work C3.2 Work Specifications C3.3 Particular Specifications</p> <p>Part C4: Site information C4.1 Site information C4.3 Site Map</p>

Clause number	Tender Data for BID NO: SASSA/NCSIP/2024/10/01
F.1.4	<p>The employer's: Independent Development Trust 13 Bishops Avenue Labram Kimberley 8301</p> <p>Mr Boipelo Koloti 071 892 1242 or email to BoipeloK@idt.org.za</p>
<p>F.2.1</p> <p>F.2.1.1</p> <p>F.2.1.1.1</p> <p>F.2.1.1.2</p>	<p>Eligibility</p> <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>CIDB Grading</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must be registered with the CIDB, in a contractor grading designation in accordance with the sum tendered for a Grade 3GB or higher, class of construction work.</p> <p>Joint ventures are eligible and preferred with particular reference to local participation and as such submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the combined contractor grading designation calculated in accordance with the Construction Industry Development (CIDB) Regulations is equal to 3GB or higher, contractor grading designation determined in accordance with the sum tendered for a (GB) General Building class of construction work <p>Key Personnel</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have the following key personnel in its permanent employment at the close of tender. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to the "Key Personnel" schedule, Part T2.2: Returnable Schedules.</p> <p>Individuals must be identified for each of the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules.</p> <p>Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules with a person with equivalent competencies and subject to approval by the employer.</p> <p>A suitably qualified and experienced construction manager who will be the single-point of accountability and responsibility for the management of the construction works, and who is a holder of a Built Environment Certificate with more than 2 years post qualification experience</p>

Clause number	Tender Data for BID NO: SASSA/NCSIP/2024/10/01
F.2.6	<p>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. If the Addenda has financial implications, failure to acknowledge the addenda may eliminate your bid from evaluation . This is due to incomparability of offers with the rest of the bidders.</p>
F.2.7	<p>Clarification Meeting A compulsory clarification meeting with representatives of the Employer will take place on site, in Batlharos Village, in Kuruman, Co-ordinates(27.308813,23.342811) Bidders are to meet at the Site entrance where they will be directed by client representatives at 11h00 on 10th December 2024, failure to attend compulsory briefing meeting will results to immediate disqualification Tenderers must sign the attendance register in the name of the tendering entity. Addenda if any, will be issued to tenderers appearing on the attendance register.</p>
F.2.8	<p>Seek clarification Tenderers can request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time date stated in F.2.15.</p>
F2.9	<p>Insurances Refer to contract data for insurance requirements (Section C1.2).</p>
F2.10	<p>Project Duration The Construction Project period is 2 months.</p>
F.2.11	<p>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. Erasures and the use of masking fluid are prohibited.</p>
F.2.12	<p>Alternative Tender Offers No alternative tender offers will be considered.</p>
F.2.13	<p>Submitting a Tender Offer</p>
F.2.13.4	<p>The tenderer will sign the original of the tender offer.</p>
F2.13.5	<p>The tenderer will seal the original tender offer Two-envelope system – No</p>
F.2.13.6	<p>The employer’s details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p>
F.2.13.7	<p>Employer’s address: Northern Cape Regional Office 13 Bishops Avenue Labram Kimberley 8301</p>

<p>F.2.13.9</p>	<p>Identification details:</p> <p>Description: COMPLETION OF THE REMAINING WORKS FOR THE COSTRUCTION OF BATLHAROS SASSA OFFICES, IN KURUMAN , NORTHERN CAPE Tender Number SASSA/NCSIP/2024/10/01</p> <p>Accept that tender offers submitted by facsimile, e-mail or reproduced will be rejected by the employer. Tender documents must be submitted in an original format as issued by the employer.</p>
<p>Clause number</p>	<p>Tender Data for BID NO: SASSA/NCSIP/2024/10/01</p>
<p>F.2.15 F.2.15.1</p>	<p>Closing Time of Tender</p> <p>The tender closing date is 24 January 2025, at 12h00 noon.</p> <p>Location of tender box:</p> <p>13 Bishops Avenue Labram Kimberley 8301</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed and late tender offers will not be accepted.</p>
<p>F.2.16 F.2.16.1</p>	<p>Tender Offer Validity</p> <p>The bidder is required to hold the tender offer valid for a period of 90 calendar days (<i>from the bid closing date</i>).</p>
<p>F.2.19</p>	<p>Inspections, Tests and Analysis</p> <p>Access shall be provided for inspections, tests and analysis as may be required by the employer.</p>
<p>F.2.23</p>	<p>Certificates</p> <p>The bidder is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB) and proof of Registration on the Central Supplier Database (CSD) with a Compliant Tax Status; copy of the tax clearance with Tax Compliance Pin issued by the South African Revenue Services.</p> <p>Where a bidder bids through joint venture formation, such bidder should include a notarised joint venture agreement duly signed by each partner of such joint venture and an consolidated CSD registration report. Each partner / member of the joint venture shall submit a Tax Compliance Pin.</p>
<p>F.3.4</p>	<p>Opening of Tender Submissions</p> <p>Tenders will not be opened after the tender closing time.</p>
<p>F3.5</p>	<p>Two-envelope system – No</p>

<p>F.3.1</p>	<p>Evaluation of Tender Offers</p> <p>The procedure for the evaluation of a responsive tender will be in terms of the Preferential Procurement Regulations 2022 on a 100 points preference on pricing system.</p>
<p>F.3.11.3</p>	<p>The procedure for the evaluation of responsive tenders is Method 4</p> <p>The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W_1 is:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R50 000 000 <p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>

STAGE ONE FUNCTIONALITY CRITERIA FOR CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL

00	Description	Total Points allotted	Points	Points Claimed
1	PROOF OF COMPANY EXPERIENCE IN BUILDING PROJECTS		MAX POINTS 40	
	similar projects (R1,5 million – And above)		40	
	similar projects (R1 million – R1,499 million)		30	
	similar projects (R500 Thousand – 1 million)		20	
	Non-submission, irrelevant evidence and incomplete evidence	40		00
	<ul style="list-style-type: none"> • <i>The bidder must submit appointment letter(s) with the project value, Completion Certificate(s) of each project(s) completed. The letter(s) and certificate(s) must be signed and dated by the client in order to be considered.</i> • <i>Bidder must submit appointment letter and completion certificate of the same completed project in order to be allocated points, failure to submit either of the documents, no points will be allocated to the bidder on that particular completed project.</i> • <i>In the case where a bidder was appointed as a Sub-Contractor, the appointment letter(s) and completion certificate(s) of the main contractor by the client department who made the appointment must also be submitted.</i> • Appointment letter (Company Experience) older than 10 years will not be considered as it will be deemed unreliable) • <i>Only relevant appointment letters of similar project nature will be considered.</i> • NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder. 			
2	CLIENT REFERENCE (SHOULD BE FOR PROJECTS SELECTED FOR (1) PROOF OF EXPERIENCE)		MAX POINTS 10	
	Excellent		10	
	Very good		08	
	Good		06	
	Satisfactory		04	
	Poor		02	
	Non-Submission		00	
	<p>Points allocated for proven track record based on previous completed similar projects executed by tenderer in consideration:</p> <p>Points will be allocated based on (i) Signed and Stamped Reference (in the form issued to the tenderer) by a client representative and responsible Principal Agent; all (i.e. item (i) for the Project in consideration. The Tenderers' performance on the projects MUST be rated by the Client Representative on a scale of 5 -1 (10=Very Good), (08=Good), (06=Satisfactory), (04=Poor 40), (02= Not Acceptable) (0 Non-submission)</p> <p>Points allocated for client reference based on previous completed projects executed by the bidder in consideration:</p> <p>Points will be allocated based on;</p> <p>(i) Receipt of signed and/or stamped client references in the forms supplied in this document</p> <p>(ii) Completion of Client references forms which are contained in this document.</p> <p>NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.</p> <p>Client reference letters should be those of the selected projects under (1) Proof of Experience in Building or similar scope projects</p>	15		

3	PROOF OF EXPERIENCE OF STAFF IN BUILDING PROJECTS	MAX POINTS												
	<p>3.1 Site Agent (Relevant Qualification (Minimum National Diploma / in the build environment professional)</p> <table border="1" data-bbox="167 264 954 353"> <tr> <td data-bbox="167 264 954 293">(i) 5 years or more experience on projects in relevant category (15)</td> <td data-bbox="997 264 1157 293">15</td> <td data-bbox="1165 264 1308 293">15</td> <td data-bbox="1316 181 1436 264" rowspan="3">15</td> </tr> <tr> <td data-bbox="167 293 954 322">(ii) 3-5 years experience on projects in relevant category (10)</td> <td data-bbox="997 293 1157 322"></td> <td data-bbox="1165 293 1308 322">10</td> </tr> <tr> <td data-bbox="167 322 954 353">(iii) Less than 3 years experience on projects in relevant category (5)</td> <td data-bbox="997 322 1157 353"></td> <td data-bbox="1165 322 1308 353">5</td> </tr> </table> <p>NB: Points allocation with submission of all required documented and will be rounded off to the nearest lowest number)</p>	(i) 5 years or more experience on projects in relevant category (15)	15	15	15	(ii) 3-5 years experience on projects in relevant category (10)		10	(iii) Less than 3 years experience on projects in relevant category (5)		5			
(i) 5 years or more experience on projects in relevant category (15)	15	15	15											
(ii) 3-5 years experience on projects in relevant category (10)		10												
(iii) Less than 3 years experience on projects in relevant category (5)		5												
	<p>Non – Submission</p> <p>Non-submission, irrelevant evidence and incomplete evidence.</p>		00	15										
	<p>Bidders must submit CVs (with contactable references) and original certified copies with dates of the qualification not older than three months in order to be allocated points in this criteria, failure to submit either of the document will results in no points being awarded to the bidder.</p>													
4	PROOF OF PLANT OWNERSHIP/ PLANT LEASE AGREEMENT/ HIRE ARRANGEMENTS	MAX POINTS 10												
	Submitted proof of plant ownership (e.g. TLB; Tipper Trucks; Grader, Excavator, Smooth Drum / Padfoot (Vibratory) Roller or Similar Plant, etc.) – 5 Pieces of plant at 2 points each	10	10											
	Submitted Plant Lease Agreement/ Hire Arrangements – 5 Pieces of plant at 1 points each		05											
	Non-submission or No Proof of plant availability submitted		00											
	<ul style="list-style-type: none"> • Ownership: Proof of ownership i.e Originally Certified RC1 document in the name of the company must be provided. • Hire/ Plant Agreement signed by the lessor (Originally Certified RC1 Documents of equipment to to be leased must be provided) • The bidder is restricted to nominating a maximum of 5 pieces of construction plant which are not similar • No small plant such as rammers, walk behind roller, generators etc will be considered <p>Plant must be available throughout the duration of the project.</p>													
5	DETAILED PROJECT PROGRAMME WITH TIMELINES AND CRITICAL PATH WITH CASH FLOW	MAX POINTS 20												
	<p>The programme should be a detailed double-linked critical path programme preferably in CCS / Microsoft projects format in electronic format and take into consideration the following:</p> <p>(i) Dividing the programme into convenient construction zones both horizontally and vertically;</p> <p>(ii) Linking all activities / milestones in a structured / logical manner;</p> <p>(iii) Detailing all holidays, Christmas/New Year break, etc.;</p> <p>(iv) The programme must be a fully resourced “double linked” critical path programme clearly showing Start, Finish and any Interim completion dates as well as any Milestone dates for critical activities. Also must show both the Date of Practical Completion and the Date of Works Completion including Final Completion.</p> <p>(v) Project Programme should be level 3</p> <p>(vi) Programme must be in line with cash flows.</p> <p><i>Program timelines to be in working days not in calendar days.</i></p> <p>The overall programme will be evaluated on the scale of 1-5 (with 20 = excellent; 15 = very good; 10 = good; 05 = fair; 03 = poor ; 00= Non Submission)</p>	20	Excellent	20										
			Very Good	15										
			Good	10										
			Fair	05										
			Poor	03										
			Non-Submission	00										
	TOTAL POINTS CLAIMED	100												
	QUALIFYING POINTS AND PERCENTAGE	70 POINTS		70%										

Clause number	Tender Data for BID NO: SASSA/NCSIP/2024/10/01
<p>F.3.13</p> <p>F.3.13.1</p>	<p>Acceptance of Tender Offers</p> <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is registered on CSD and has submitted an original Copy Tax Clearance Certificate with PIN issued by the South African Revenue Services; b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; e) the tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract; f) has completed the Compulsory Supplier Questionnaire - Contractors and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. g) the tenderer has submitted the CIPC documentation and certified copies of ID's for all members; h) the tenderer completed, signed and witnessed form of offer; i) the tendered is in good standing with Companstion for Occupational Injuries and Disease Act (COIDA); j) the tenderer has submitted a fully prices Bill of Quantities; k) the tenderer attended a compulsory briefing session and completed attendance register or certificate of attendance is signed by the representative of the Employer.
<p>F.3.14</p>	<p>Notice to Unsuccessful Tenderers</p> <p>Should tenderers not hear from the IDT within ninety (90) calendar days of closure, they should consider their submission unsuccessful. Award will be posted on I-tender/CIDB website within 21 days of award otherwise No written notification directed to each tenderer will be issued by the Employer to unsuccessful tenderers.</p>
<p>F.2.8</p>	<p>Seek clarification</p> <p>Request clarification of the tender documents if necessary by notifying the employer at least five working days before the closing Date stated in the tender data</p>
<p>F.3.18</p>	<p>Provide Copies of the Contract</p> <p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
	<p>The additional conditions of tender are:</p> <p>1 The employer is not obliged to accept the lowest bidder.</p>

ANNEXURE F : STANDARD CONDITIONS OF TENDER

(As contained in ADDENDUM F of the CIDB Standard for Uniformity in Construction Procurement)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.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 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.

F.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.

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.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.

F.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.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, 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 organisation 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 organisation which employs that employee.
- b) **Comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- 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; and
- 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) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer only, and in a form that can be read, copied and recorded. Writing 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.

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

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.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.

F.1.6.2 Competitive negotiation procedure

F.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 F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.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 F.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.

F.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.

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

F.1.6.3 Proposal procedure using the two stage-system (Not Applicable for this Bid)

F.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.

F.1.6.3.2 Option 2

F.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.

F.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.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.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.

F.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.

F.2.2 Cost of tendering

Accept that 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 satisfy requirements.

F.2.3 Check documents

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

F.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.

F.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.

F.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.

F.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.

In line with the provisions of F.2.3, the tenderer is to ensure that all contents of this bid are well understood for the provision of an accurate and honest bid. If not the tenderer is encouraged to adhere to the provisions of F.2.8. No additional funds shall be provided to the tenderer for errors arising out of this bid document.

F.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.

The tenderer is encouraged to go through all contents of the tender document as seek clarification where applicable. Any assumptions made by the bidder without prior confirmation by the Employer and his agent shall be at the tenderers own risk.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may 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.

F.2.10 Pricing the tender offer

F.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.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.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.

F.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.

F.2.11 ALTERATIONS to documents

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. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.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.

F.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.

F.2.13 Submitting a tender offer

F.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.

F.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 in black ink.

F.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.

F.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.

F.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.

F.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" 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.

F.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.

F.2.13.8 Accept that the employer shall 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.

F.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.

F.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.

F.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.

F.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.

F.2.16 Tender offer validity

F.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.

F.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.

F.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.

F.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".

F.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.

F.2.18 Provide other material

F.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), preferential 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.

F.2.18.2 Disposal of samples of materials provided for evaluation by the employer, where required.

F.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.

F.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.

F.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.

F.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.

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.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.

F.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;
- 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.

F.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.

F.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.

F.3.4 Opening of tender submissions

F.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.

F.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.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system - No

F.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.

F.3.5.2 Evaluate the quality 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 quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.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.

F.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.

F.3.8 Test for responsiveness

F.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.

F.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:

- 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.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.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.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) 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.
- 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 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.

F.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.

F.3.11 Evaluation of tender offers

F3.11.1 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:

<p>F.3.11.2 Method 1: Financial offer</p>	<p>In the case of a financial offer:</p> <ol style="list-style-type: none"> Rank tender offers from the most favourable to the least favourable comparative offer. Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so. Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.
<p>F.3.11.3 Method 2: Financial offer and preferences</p>	<p>In the case of a financial offer and preferences:</p> <ol style="list-style-type: none"> Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8. Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula: $T_{EV} = N_{FO} + N_P$ <p>where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.</p> Rank tender offers from the highest number of tender evaluation points to the lowest. Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated
<p>F.3.11.4 Method 3: Financial offer and quality</p>	<p>In the case of a financial offer and quality:</p> <ol style="list-style-type: none"> Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any. Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula: $T_{EV} = N_{FO} + N_Q$ <p>where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.</p> Rank tender offers from the highest number of tender evaluation points to the lowest. Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

<p>F.3.11.5 Method 4: Financial offer, quality and preferences</p>	<p>In the case of a financial offer, quality and preferences:</p> <p>a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.</p> <p>b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:</p> $T_{EV} = N_{FO} + N_P + N_Q$ <p>where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8. N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9..</p> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</p>
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F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

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

- N_{FO} = $W_1 \times A$ where:
- N_{FO} = the number of tender evaluation points awarded for the financial offer.
- W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
- A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Basis for comparison	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	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.			

F.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.

F.3.11.9 Scoring quality

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

F.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.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial 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, 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.

F.3.14 Prepare contract documents

F.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.

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

F.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.

F.3.16 Notice to successful tenderers

F.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.

F.3.17 Provide copies of the contracts

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.

F.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.

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

List of returnable documents are for ensuring that everything the employer requires a tenderer to submit with his tender is included in, or returned with, his tender submission. Tick below if returnable document is attached or completed properly.

#	LIST OF RETURNABLE DOCUMENTS	TICK IF ATTACHED
T2.1.1	Invitation to Bid SBD 1	
T2.1.2	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022	
T2.1.3	Proof or documentation required in terms of this tender to claim points for specific goals	
T2.1.4	Valid VAT Certificate	
T2.1.5	CSD Registration	
T2.1.5	Copy Tax Clearance Certificate (Valid Tax Pin Certificate)	
T2.1.6	Joint Venture Agreement Between Parties (If applicable)	
T2.1.7	Parties Cancelled Cheque or Original Letter From Bank	
T2.1.8	Letter from the Bank Stating All Signatories	
T2.1.9	Identity Documents (Original Certified Copy)	
T2.1.10	Contractor's Copy of Registration of Incorporation or Company Registration Documents & Share Certificates	
T2.1.11	CIDB Registration	
T2.1.12	Copy of a Valid Letter of Good standing i.e. COIDA Certificate from DOL / RMA / FEM	
T2.1.13	Compulsory Enterprise Questionnaire (if applicable)	
T2.1.14	Bidder's Disclosure SBD 4	
T2.1.15	Signed Certificate of Attendance At Compulsory Briefing	
T2.1.16	Certificate of Authority For Signatory	
T2.1.17	Record of Addenda to The Tender Documents (If applicable)	
T2.1.18	Tenderer's Financial Standing (Recent/Latest Three Year Signed Annual Financial Statements or signed & stamped bank rating letter by certified banker) or signed and stamped Credit Facility/ Bank Overdraft letter from Accredited Financial Institution	
T2.1.19	Project Experience	
T2.1.20	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)	
T2.1.21	Client References	
T2.1.22	Key Personnel	
T2.1.23	Preliminary Programme Schedule	
T2.1.24	Schedule of Plant And Equipment	
T2.1.25	Fully Priced Bill of Quantities	

MANDATORY DOCUMENTS:	
Id	Details
1	CIPC Document including share certificates of the Director's who appear on the CIPC document
2	Certified copies of ID Documents for Director's of the company
3	Proof of CIDB registration - Grade 3 GB or higher
4	Copy of the certified valid tax clearance with Tax Compliance Pin certificate (TCC)
5	Valid Letter of Good standing i.e COIDA Certificate from DOL / RMA / FEM
6	Completed Form of Offer, fully signed and witnessed
7	Completion and signing of all the attached SBD Forms (SBD 1, SBD 4, SBD 6.1)
8	Proof of attendance of Compulsory Site Briefing Meeting
9	Copy of the Joint venture agreement signed by both parties (where applicable including apportionment of the JV)
10	Copy of Consolidated CIDB registration - Grade 3 GB or higher for Joint Venture parties (where applicable)
11	Copy of Consolidated CSD for Joint Venture parties (where applicable)
12	Recent/Latest Three Year Signed Annual Financial Statements or signed & stamped bank rating letter by certified banker
13	Completed of Bill of Quantities in full
14	Proof of Central Supplier Database (CSD) registration

T2.A RETURNABLE SCHEDULES (ALL COMPULSORY)

T2.1A RETURNABLE SCHEDULES

Contains documents that the tenderer is required to complete for the purpose of evaluating tenders and other schedules which upon acceptance become part of the subsequent contract.

#	QUALITY EVALUATION SCHEDULES
T2.1.22	Project Experience
T2.1.23	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)
T2.1.24	Key Personnel (Refer to page 94 for template for Key Personnel)
T2.1.25	Preliminary Programme Schedule
T2.1.26	Schedule of Plant And Equipment

RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

Record of Addenda to Tender Documents
Declaration Concerning Fulfillment of the Construction Regulations, 2003
First Programme and Method Statement
Form of offer and acceptance
Contract data
Forms of securities

**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE
COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the document.
18. The document shall be completed in writing by hand with black ink (Not typed)

CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Independent Development Trust (hereinafter called the "IDT") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the IDT during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Bidding Documents, the Independent Development Trust Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the Free State Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the IDT may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the IDT. I/we will then pay to the IDT any additional expenses incurred by the IDT having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The IDT shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the IDT may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the IDT(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7.CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- 7.(1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the IDT, if requested to do so.
- 7.(2) If the information supplied is found to be incorrect and/or false then the IDT, in addition to any remedies it may have, may:-
 - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the IDT as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

.....
**SIGNATURE OF BIDDER OR DULY
AUTHORISED REPRESENTATIVE**

.....
NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....

POSTAL ADDRESS

.....

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS
CORRECT AND UP TO DATE**
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

.....

WHO REPRESENTS (state name of bidder)

.....

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ((INDEPENDENT DEVELOPMENT TRUST (IDT))					
BID NUMBER:	SASSA/NC SIP/2024/10/01	CLOSING DATE: 24 January 2025		CLOSING TIME:	12:00 noon
DESCRIPTION	COMPLETION OF THE REMAINING WORKS FOR THE COSTRUCTION OF BATLHAROS SASSA OFFICES, IN KURUMAN, NORTHERN CAPE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
INDEPENDENT DEVELOPMENT TRUST FREE STATE PROVINCE					
13 BISHOPS AVENUE					
KIMBERLEY					
8301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Boipelo Koloti		CONTACT PERSON	Lefa Makoti	
TELEPHONE NUMBER	071 892 1242		TELEPHONE NUMBER	(051) 430 0011	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	BoipeloK@idt.org.za		E-MAIL ADDRESS	LefaM@idt.org.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
SBD 6.1 REQUIREMENT MUST BE COMPLIED TO CLAIM POINTS ON SPECIFIC GOALS					
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 THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

TOTAL BID PRICE.....

T2.1.2 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	90	80
SPECIFIC GOALS	10	20
TARGETED GROUP		
Women	3	6
Youth	3	6
People with Disabilities	2	4
Black people	2	4
Total points for Price and SPECIFIC GOALS	100	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by

an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	3	6		
Youth	3	6		
People with Disabilities	2	4		
Black People	2	4		

Source Documents to be submitted with the Bid or RFQ

- *CIPC Document (Company Registration Document will be required for verification (CIPC DOC))
- *Woman (Originally Certified ID Document)
- *Youth (Originally Certified ID Document)
- *People with Disability (Letter from the Dr. Confirming the Disability)
- *Black Ownership (Originally Certified ID Document)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

T2.1.3 PROOF/DOCUMENTATION FOR CLAIMING OF PREFERENTIAL/SPECIFIC GOALS POINTS

Attached hereto is my / our Proof/documentation supporting the allocation of specific goals points. My failure to submit the proof/documentation with my / our tender document will lead to the conclusion that I am / we do not wish to claim preference/specific goals points.

Source Documents to be submitted with the Bid or RFQ

- *CIPC Document (Company Registration Document will be required for verification (CIPC DOC))
- *Woman (Originally Certified ID Document)
- *Youth (Originally Certified ID Document)
- *People with Disability (Letter from the Dr. Confirming the Disability)
- *Black Ownership (Originally Certified ID Document)

T2.1.4 VALID VAT CERTIFICATE

Attached hereto is my / our original valid certified copy of my / our VAT registration certificate. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered for VAT.

T2.1.5 CSD REGISTRATION -TAX CLEARANCE CERTIFICATE WITH PIN

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Tax clearance certificate

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."

2. The ST 5.1 form: Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a **Tax Clearance Certificate that will be valid for 6 months from date of issue, unless otherwise indicated on the certificate issued by SARS. This Tax Clearance Certificate must be submitted in the original as an integral part of the tender.**

Consortium / Joint Venture must also register as JVs on CSD.

Bidders are to ensure they are registered on the Central Supplier Database (CSD).

3. An **example** of the Application for Tax Clearance Certificate which Tenderers may use to apply for the Tax Clearance Certificate is included hereafter and is available at any Receiver's Office.

T2.1.6 JOINT VENTURE AGREEMENT BETWEEN PARTIES

Attached hereto is our duly signed, notarised Joint Venture Agreement. Our failure to submit the agreement with our tender document will lead to the conclusion that the joint venture has not been formally formed and all parties were not involved in the tender process.

T2.1.7 CANCELLED CHEQUE OR ORIGINAL LETTER FROM BANK

Attached hereto are my / our original cancelled cheques or an original letter from my / our bank confirming our banking details. My / our failure to submit the cheque or letter with my / our tender document will lead to the conclusion that the banking details could not be confirmed with the bank.

T2.1.8 LETTER FROM THE BANK STATING ALL SIGNATORIES

Attached hereto is my / our letter from my / our bank stating all signatories on our account. My / our failure to submit the letter with my / our tender document will lead to the conclusion that any one person within my entity can sign all official documents at the bank.

T2.1.9 IDENTITY DOCUMENTS

Attached hereto are my / our original certified copies not older than 3 months of my / all owners / directors / members / shareholders identity documents.

**T2.1.10 CONTRACTOR'S COPY OF REGISTRATION OF INCORPORATION OR COMPANY
REGISTRATION DOCUMENTS**

Attached hereto is my / our original certified copies of company registration of incorporation or company registration documents. My failure to submit the copy with my / our tender document will lead to the conclusion that I am / we are not registered as claimed.

T2.1.11 CIDB REGISTRATION CERTIFICATE

Attached hereto is my / our registration certificate with the Construction Industry Development Board. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with CIDB.

NOTE: The CIDB can be contacted or visited on www.cidb.org.za for more information and registration. Obtain a “Code of Conduct for all parties engaged in construction procurement” for you information.

NOTE: Regard must be had to the information regarding the CIDB Standard for Developing Skills through Infrastructure Contracts (July 2020) and compliance with the draft Guidelines on the www.idb.org.za website

T2.1.12 COPY OF A LETTER OF GOODSTANDING WITH COMPANSATION FOR OCCUPATIONAL INJURIES AND DIESES ACT (COIDA) REGISTRATION CERTIFICATE

Attached hereto is my / our certified copy of A Letter Of Good Standing with the Compensation for Occupational Injuries and Diseases, e.g. letter of good standing. My / our failure to submit the certificate with your tender offer will lead to the conclusion that your entity/ company is not registered with COIDA.

an official of any municipality or municipal entity

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

*insert separate page if necessary

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

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

Date _____

Signed _____

Name _____ Position _____

Enterprise name _____

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.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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 bid der

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.

T2.1.16 CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: **BATLHAROS SASSA OFFICES**

Bid Reference No: **SASSA/NCSIP/2024/10/01**

Goods/Service/Work: **COMPLETION OF THE REMAINING WORKS FOR THE COSTRUCTION OF
BATLHAROS SASSA OFFICES, IN KURUMAN, NORTHERN CAPE**

This is to certify that (bidder's representative name)

On behalf of (company name) _____

Visited and inspected the site on ___/___/_____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ___/___/_____

Name of Departmental or Public Entity Representative
(PRINT NAME)

Departmental Stamp With Signature

T2.1.17 AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on20.....,

Mr/Mrs/Ms.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

.....
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1.....

2.....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

SIGNATURE..... **DATE**.....

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every Partner :

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading as hereby authoriseto sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

.....
SIGNATURE	SIGNATURE	SIGNATURE
.....
DATE	DATE	DATE

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20.....

at..... Mr/Mrs/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION :

.....
(PRINT NAME)

IN HIS/HER CAPACITY AS**DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1.....

2.....

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20.....

at.....

Mr/Mrs/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative)

.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.....

2.....

F JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs/Ms.....,Mr/Mrs/Ms.....

Mr/Mrs/Ms.....and Mr/Mrs/Ms.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME).....

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):

(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs/Ms.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid

on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE: **DATE:**

T2.1.18 RECORD OF ADDENDA TO THE 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.		

Attach additional pages if more space is required.

Signed Date

Name

ID number Position

Tenderer

T2.1.19 TENDERER'S FINANCIAL STANDING

The Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker/ recent audited financial statements, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder: _____

Name of Bank : _____ Branch : _____

Account number : _____ Type of account : _____

Telephone number : _____ Facsimile number : _____

Name of contact person (at bank : _____

Failure to provide either the required certified bank rating/audited financial statements with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

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

SIGNATURE: _____ IDENTITY NUMBER: _____

(of person authorised to sign on behalf of the Tenderer) DATE: _____

T2.1.20 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

- [Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;
 (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.]*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

- [Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
 (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
 (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]*

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded. Only unconditional discounts will be considered]

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

T2.1.25 EVALUATION SCHEDULE: PROJECT EXPERIENCE

The Tenderer shall provide details of his relevant experience on similar large-scale projects above R20 mil completed in the past 10 years. In support tenders are to complete the “Project Experience” schedule below and attach thereto copies of (a) Letters of Appointment, and (b) all the relevant Completion Certificates (practical completion, work completion & final completion)

PROJECT NAME	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Excl VAT)	START DATE	COMPLETION DATE
A.				
B.				
C.				
D.				

E.				
F.				

T2.1.26 EVALUATION SCHEDULE: LETTERS OF APPOINTMENT, AND RELEVANT COMPLETION CERTIFICATES (PRACTICAL COMPLETION, WORK COMPLETION & FINAL COMPLETION)

Tenderer is to attach all letter of appointment and completion certificate corresponding to the project listed in T1.2

T2.1.26 EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Client Reference Scorecards” will be completed by each of the respective Clients for the projects listed in the “Relevant Experience” returnable schedule.

REPORT ON CONTRACTOR’S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate.

PROJECT A:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

Principal Agent Firm:

Telephone:

Stamp

PA

Signature:

Date:

Client Signature:

Date:

T2.1.26 EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate.

PROJECT B:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:

Stamp

Telephone:

PA Signature: **Date:**

Client Signature:..... Date:

EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate.

PROJECT C:

Principal agent:

Client:

Contract Amount:

Contract Duration:.....

Actual Contract Duration:.....

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:

Stamp

Telephone:

PA Signature:..... Date:

Client Signature:..... Date:

EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate.

PROJECT D:

Principal agent:

Client:

Contract Amount:

Contract Duration:.....

Actual Contract Duration:.....

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:

Stamp

Telephone:

PA Signature:..... Date:

Client Signature:.....

Date:

EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate.

PROJECT E:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....
.....

Principal Agent Firm:

Telephone:

PA Signature:

Date:

Stamp

Client Signature:

Date:

EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate.

PROJECT F:

Principal agent:

Client:

Contract Amount:

Contract Duration:

Actual Contract Duration:

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

Principal Agent Firm:

Stamp

Telephone:

PA Signature:..... **Date:**

Client Signature:..... **Date:**

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1 Form of Offer and Acceptance

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

IDTFS-ASIDI-CAL-CON24: CONSTRUCTION OF NEW SPORTSFIELD FOR CALEDON PARK SCHOOL, FICKSBURG, FREE STATE PROVINCE

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of 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 inclusive of 15% VAT)

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

Signature Date
..
Name Identity number
..
Capacity
for the tenderer
(Name and
address of
organization)

Name and
signature
of witness

CIDB Registration number

NOTE: Failure of a tenderer to sign this part of the tender form (offer) will invalidate the tender

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 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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.

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. Failure to fulfill 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Date

Name Identity number

Capacity

for the Employer

Independent Development Trust
 13 Bishops Avenue
 Labram
 Kimberley 8301

Name and signature of witness Date

Schedule of Deviations

1 Subject

 Details

.....

.....

.....

.....

.....

2 Subject

 Details

.....

.....

.....

.....

.....

3 Subject

 Details

.....

.....

.....

.....

4 Subject

 Details

.....

.....

.....

.....

5 Subject

 Details

.....

.....

.....

.....

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

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



