



## ORBIT TVET COLLEGE

**SUPPLY, DELIVER, INSTALL AND COMMISSION A NEW BACK UP DIESEL GENERATOR AT MANKWE CAMPUS**

**Bid Number: M02/2020**

***Compulsory Briefing/Site Inspection Meeting:***  
**11H00 on 02 April 2020**

**Venue:** ORBIT TVET COLLEGE- Mankwe Campus. Administration Building Entrance,  
Stand no.230, Unit 2,Mogwase, 0314

***Bid Closing Time/Date:***  
**11H00 on 08 May 2020**

**Venue:** ORBIT TVET COLLEGE, Corporate Centre, Security Gate (Office), c/o Fatima  
Bhayat and Bosch Streets, RUSTENBURG, 0300

Name of Bidder: .....

Contact Person: .....

Address: .....

Telephone number: .....Fax number: .....

Email address: .....

SARS Pin number: ..... CSD Registration number:.....

Bid Price (15% VAT Incl.): .....

Bid Price in words: .....

## IMPORTANT DATES

The anticipated timing of the project is as follows:

DESCRIPTION/ACTIVITY	DATE	TIME
Mandatory / Site Inspection Meeting	02 April 2020	11H00
Tender close	08 May 2020	11H00
Contract awarded	29 May 2020	N/A
Project completion	31 July 2020	N/A

## CONDITIONS FOR COMPLETING BID DOCUMENTS

The Tenderer is to indicate in the checkboxes provided that he has completed the required section of the tender document. Completion of this checklist will assist the Tenderer in ensuring that he has attended to all the required items for submission with this tender.

Should any of the following bid forms not be completed and signed or not handed in with your bid proposal with accompanying supporting documents on closing date and time, the Tenderers' proposal will immediately be disqualified.

The following criteria will be used in assessing the responsiveness of tenders:

MANDATORY REQUIREMENTS		SUBMITTED	
NO.	DESCRIPTION	YES	NO
(1)	Valid SARS Tax Compliance Certificate (with Pin)	<input type="checkbox"/>	<input type="checkbox"/>
(2)	Minimum Required CIDB Grading	<input type="checkbox"/>	<input type="checkbox"/>
(3)	Signed Attendance Register at Mandatory Tender Briefing/Site Inspection Meeting	<input type="checkbox"/>	<input type="checkbox"/>
(4)	Completed and Signed Compulsory Declaration of Interest (MBD4)	<input type="checkbox"/>	<input type="checkbox"/>
(5)	Authority of Lead partner to sign the documents for JVs (where applicable)	<input type="checkbox"/>	<input type="checkbox"/>
(6)	Completed and Signed Form of Offer and Acceptance	<input type="checkbox"/>	<input type="checkbox"/>
(7)	Signed Letter of Intent to enter into Joint Venture, Consortium or to Sub-contract (Where applicable)	<input type="checkbox"/>	<input type="checkbox"/>
(8)	Complete Bill of Quantities filled in clearly legible and in permanent ink	<input type="checkbox"/>	<input type="checkbox"/>

IF ANY OF THE ABOVE-MENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE MENTIONED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, YOUR BID WILL IMMEDIATELY BE DISQUALIFIED.

Bid Documents must be completed with **BLACK INK** and not typed.

Please note: **No tippex is allowed**. All changes must be scratched out with a signature next to each change.

**\* Note:**

Any reference to words “Bid” or “Bidder” herein and/or in any other documentation shall be construed to have the same meaning as the words “Tender” or “Tenderer”.

<b>ADDITIONAL INFORMATION REQUIRED</b>	<b>SUBMITTED</b>	
	<b>YES</b>	<b>NO</b>
B-BBEE Status Level Certificate or for exemption a Letter from Accountant confirming most recent turnover;	<input type="checkbox"/>	<input type="checkbox"/>
Completed and signed Goal Declaration Form for Contractors;	<input type="checkbox"/>	<input type="checkbox"/>
The main JV partner to carry out the highest percentage of the work, to have the highest CIDB grading and to lead the contract (where applicable). The combined CIDB grading to meet required CIDB grade;	<input type="checkbox"/>	<input type="checkbox"/>
Proposed methodology covering and demonstrating coherence of the:		
(i) Work organisation programme,	<input type="checkbox"/>	<input type="checkbox"/>
(ii) Resource plan, and		
(iii) Methodology for executing the works.		
Access/ownership (availability) of plant & equipment (In case of hiring key plant, letter conforming the willingness of the hirer to hire equipment to the bidder);	<input type="checkbox"/>	<input type="checkbox"/>
Record of previous projects which may be relevant in the evaluation of the bid and contact persons (if any);	<input type="checkbox"/>	<input type="checkbox"/>
Supporting documents on project imperatives:		
(i) Plans for promoting and managing safety, health and environmental issues during execution of the project;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) Plans for monitoring and applying quality assurance principles in the execution of the project;		
Proof of access to key personnel with relevant experience to execute the works;	<input type="checkbox"/>	<input type="checkbox"/>
Confirmation of company registration with CIPC (Formerly known as CIPRO)	<input type="checkbox"/>	<input type="checkbox"/>

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## TENDER DOCUMENT CHECKLIST

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

### ITEMS

NO.	DESCRIPTION	CHECKED (Contractor)
(1)	Correct Tender Offer Amount carried forward to the Summary Page (See Part C2.3)	<input type="checkbox"/>
(2)	All pages requiring signatures signed by the Tenderer	<input type="checkbox"/>
(3)	Bill of Quantities (See Part C2.2)	
	i) Completed in <b>BLACK INK</b> including <b>all summaries</b>	<input type="checkbox"/>
	ii) Corrections crossed out and initialled	<input type="checkbox"/>
(4)	<b>All Returnable Documents and Schedules submitted</b>	
	Respondents Information Sheet	<input type="checkbox"/>
	Schedule of Work carried out by the Tenderer	<input type="checkbox"/>
	Schedule of Current Contracts	<input type="checkbox"/>
	Declaration of Interest (MBD 4)	<input type="checkbox"/>
	Signatories Authority Power of Attorney	<input type="checkbox"/>
	Current Certificate of Good Standing from Compensation Commissioner	<input type="checkbox"/>
	Proposed Key Personnel	<input type="checkbox"/>
	Schedule of Construction Plant and Equipment	<input type="checkbox"/>
	Site Inspection Certificate	<input type="checkbox"/>
	Financial References	<input type="checkbox"/>
	Record of Addenda to Tender Documents	<input type="checkbox"/>
	Enterprise Declaration Affidavit	<input type="checkbox"/>
	Amendments and Qualifications by Tenderer	<input type="checkbox"/>
	B-BBEE Status Level Certificate or for exemption a Letter from Accountant confirming most recent turnover	<input type="checkbox"/>
	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011 (MBD 6.1)	<input type="checkbox"/>
	Valid Tax Compliance Certificate with Pin	<input type="checkbox"/>
	CIDB Proof of Registration	<input type="checkbox"/>
	Declaration of Bidder's Past Supply Chain Management Practices (MBD 8)	<input type="checkbox"/>

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- Certificate of Independent Bid Determination (MBD 9)
  - Proposed Schedule of Works
  - Completed and Signed Compulsory Declaration Form
  - Letter of Intent from Approved Insurer with regard to Performance Guarantee
  - Form of Offer and Acceptance
  - Construction Guarantee (3 x Pages) (See Part C1.3)

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# PART T: TENDERING PROCEDURES

## PART T1: TENDERING PROCEDURES

### SECTION T1.1:TENDERING NOTICE AND INVITATION TO TENDER

#### TENDER NOTICE

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE “SUPPLY, DELIVER, INSTALL AND COMMISSION A NEW BACK UP DIESEL GENERATOR AT MANKWE CAMPUS”.

**TENDER NUMBER:** M02/2020

**DESCRIPTION** : SUPPLY, DELIVER, INSTALL AND COMMISSION A NEW BACK UP DIESEL GENERATOR AT MANKWE CAMPUS

**CLOSING DATE** : 08 May 2020

**CLOSING TIME** : 11H00

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.

#### INVITATION AND SCOPE OF WORK

ORBIT TVET College is inviting capable and competent contractors to submit bids for “Supply, deliver, **Install and commission of the new Back up Diesel Generator at ORBIT TVET Colleges - Mankwe Campus**”, which is situated at Mabele-a-Podi, Mogwase, North West province.

Bid documents shall be collected from the cashiers/reception office, ORBIT TVET College, Corporate Centre, Security Gate (Office), Corner of Fatima Bhayat and Bosch Streets, Rustenburg, 0300, upon the non-refundable payment of R200 per document or a bank guaranteed cheque made out to ORBIT TVET College from 27 March 2020 to 08 May 2020 during office hours.

**NO** documents will be available or issued at the Briefing Session and should therefore be collected timeously beforehand

A **Mandatory Tender Briefing/Site Inspection meeting** will be conducted at **11:00AM on 02 APRIL 2020**. Prospective tenderers shall meet at the **ADMINISTRATION BUILDING ENTRANCE, MANKWE CAMPUS**.

One original of the completed bid document shall be placed in a sealed envelope clearly marked:

Tender Title & Reference No.:  
**SUPPLY, DELIVER, INSTALL AND COMMISSION A NEW BACK UP DIESEL GENERATOR AT THE ORBIT TVET COLLEGE -MANKWE CAMPUS**  
**TENDER NO.: M02/2020**

Bid Documents Must Be Deposited In The Bid Box Situated At Security Gate Office of:

**ORBIT TVET COLLEGE, Corporate Centre, Security Gate (Office), c/o Fatima Bhayat and Bosch Streets, RUSTENBURG, 0300**

Bids will be opened in public.

Bidders should ensure that bids are delivered timeously to the correct address. **NO** late submissions will be considered. The bid box is generally open 24 hours a day, 7 days a week. Telegraphic, telexed, facsimiled or e-mail submissions will **NOT** be accepted.

Failure to provide **mandatory requirements** required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive. Respondents must include a **valid SARS Tax Compliance Certificate with Pin** in their submissions in order to be considered. When Joint Venture Bids are submitted, each JV member must submit its own original and valid SARS Tax Compliance Certificate with Pin in order for their bids to be responsive.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS Issued by the College– The bound Tender Document, as issued, must not be “dismantled”, it must be submitted as such. A dismantled Tender Document will be an automatic disqualification. The Tender Document must not be retyped.

THIS BID IS SUBJECT TO THE JOINT BUILDING CONTRACTS COMMITTEE (JBCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

*The Client/Employer reserves the right not to accept the lowest proposal in part or in whole or any proposal.*

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED.

NAME OF BIDDER : .....

POSTAL ADDRESS : .....

STREET ADDRESS : .....

.....

CELLPHONE NUMBER : ..... FACSIMILE: .....

TELEPHONE NUMBER.....: VAT REGISTRATION NUMBER:

Has a tax clearance certificate been submitted (SBD 2)? ..... YES/NO

Are you the accredited representative in South Africa for the goods/services offered by you? ..... YES/NO  
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER: ..... DATE: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR THE TENDER IS:

TENDER NAME AND DESCRIPTION	AMOUNT
<p><b>SUPPLY, DELIVER, INSTALL AND COMMISSION of Back Up Diesel Generator at ORBIT TVET Colleges - Mankwe Campus</b> <i>(Carried forward from Page 111, Section C2.3: Final Summary)</i></p> <p>(Amount in words) .....</p> <p>.....</p> <p>..... (Rand)</p>	<p>R.....</p>
<b>TOTAL (VAT Incl.)</b>	<p>R.....</p>

TOTAL NUMBER OF ITEMS OFFERED: .....

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## 1. CONDITIONS OF BIDDING

### 1.1 Proprietary Information:

- 1.1.1 ORBIT TVET Colleges consider this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to ORBIT TVET Colleges. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of ORBIT TVET Colleges.

### 1.2 Enquiries:

- 1.2.1 No telephonic or any other form of communication relating to this bid will be permitted with any other staff by bidders other than with the named individuals stated below. All communication and attempts to solicit information of any kind relative to this tender should be IN WRITING and channeled to:

Employer : ORBIT TVET Colleges  
Contact Person : Ms Onica Shoko  
E-mail address : [oshoko@orbitcollege.co.za](mailto:oshoko@orbitcollege.co.za)

Or

Principal Agent : Botsang and Associates Consulting (Pty) Ltd.  
Contact Person : Mr Leonard Marumo  
E-mail address : [leonard@botsang.com.za](mailto:leonard@botsang.com.za)

- 1.2.2 All the documentation submitted in response to this tender must be in English.
- 1.2.3 The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by ORBIT TVET Colleges in regard to anything arising from the fact that pages are missing or duplicated.

### 1.3 Validity Period:

- 1.3.1 Responses to this tender received from suppliers will be valid for a period of **90** days counted from the closing date of the Tender.

### 1.4 CIDB Registration/Qualification:

- 1.4.1 Bidders shall be registered with the Construction Industry Development Board (CIDB) and should have a minimum CIDB Contractor grading of **5 EB** or higher. Entities who intend submitting a bid as a Joint Venture must ensure that their combined grading meets the required CIDB Grading.

### 1.5 Submission of Tenders:

- 1.5.1 Tenders should be submitted all bound in a sealed envelope endorsed, "**BID: SUPPLY, DELIVER, and INSTALL AND COMMISSION OF THE BACK UP DIESEL GENERATOR AT ORBIT TVET MANKWE CAMPUS.**" The sealed envelope must be placed in the tender box at the **ORBIT COLLEGE Corporate Centre, Security Gate (Office), corner of Fatima Bhayat and Bosch Street, Rustenburg, 0300** by no later than 11H00 on 08 May 2020.
- 1.5.2 The closing date, company name and the return address must also be endorsed on the envelope. If a courier service company is being used for

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delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the BID BOX.

- 1.5.3 Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to bid", should be clearly marked to represent the original document and should be placed in the bid box before the closing date and time. An amendment bid, without original bid documents will not be considered.
- 1.5.4 The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.
- 1.5.5 Kindly note that ORBIT TVET Colleges is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.
- 1.5.6 ORBIT TVET Colleges reserves the right not to accept the lowest bid price of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract, in terms of outputs and services and who is financially advantageous to ORBIT TVET Colleges.
- 1.5.7 ORBIT TVET Colleges also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed. This may be added to the criteria when evaluating the bids.
- 1.5.8 ORBIT TVET Colleges also reserves the right to award this bid as a whole, or in part without furnishing reasons.
- 1.5.9 ORBIT TVET Colleges reserve the right to, amongst other things, conduct unscheduled or scheduled site visits to satisfy itself, as to the validity of the information provided on this bid documents.
- 1.5.10 An incomplete price list (Priced bill of quantity) shall render the bid non-responsive.

## 1.6 Evaluation Criteria:

- 1.6.1 Preferential points claim form in terms of the Preferential Procurement Regulations 2017 and its associated Regulations and principles shall apply whereby submissions will be evaluated according to the provisions of that Act and the Public Finance Management Act (PFMA) Sections 36 and 49. The bid will be evaluated in accordance with the bid document, which is based on the Preferential Procurement **of 80/20 principle**, applicable where 80 points will be allocated to price and 20 points to B-BBEE in the manner listed in SBD 6.1. **ONLY FIRM PRICES WILL BE CONSIDERED.**

## 1.7 Price Evaluation:

Please note that you will be evaluated according to the list below and 20 points will be awarded to B-BBEE in the below listed manner.

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<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points</b>
<b>1</b>	<b>20</b>
<b>2</b>	<b>18</b>
<b>3</b>	<b>14</b>
<b>4</b>	<b>12</b>
<b>5</b>	<b>8</b>
<b>6</b>	<b>6</b>
<b>7</b>	<b>4</b>
<b>8</b>	<b>2</b>
<b>Non- compliant contributor</b>	<b>0</b>

**Table 1: Quality criteria and sub-criteria**

Quality criteria	Sub-criteria			Comments
	Description	Max	Min	
Approach paper which responds to the proposed scope of work/project design and outlines the proposed approach/ methodology and work plan complete with time frames.	Technical approach and methodology	10	9	<p>The PSP should explain their understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The PSP should explain the methodologies which he/she proposes to adopt, demonstrate the compatibility of those methodologies with the proposed approach (for instance, the methods of interpreting available data carrying out investigations, analyses, and studies and comparing alternative solutions) and address any modifications to the scope of work proposed by the Employer. The approach should also include a quality plan and where relevant and appropriate, propose the scope of work and/or modifications to the scope of work.</p> <p>The technical approach and methodology portion of the approach paper, read in conjunction with the work plan, should, where the scope of work in the procurement documents at tender stage is not precisely defined, form the basis of the scope of work incorporated in the contract with the successful PSP. Accordingly, this portion of the approach paper should clearly articulate the project deliverables.</p>
	Work plan/ Programme	10	6	<p>The PSP should propose the main activities for the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer) and delivery dates of the deliverables.</p> <p>The consistency of the technical approach and methodology with the proposed work plan is a good indication that the PSP has understood the Employer's requirements for the assignment and is able to translate them into a feasible working plan with clear deliverables.</p>
Organisation and staffing	-	15	15	<p>The PSP should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member/expert responsible for each discipline, and the proposed technical and support staff. The roles and responsibilities of each key staff member/expert should be set out as job descriptions. In the case of an association/joint venture/consortium, it should, indicate how the duties and responsibilities are to be shared.</p>

Quality criteria	Sub-criteria			Comments
	Description	Max	Min	
Experience of the key staff (assigned personnel) in relation to the scope of work	General qualifications	10	6	This sub-criteria covers the general experience (total duration of professional activity), level of education and training and positions held of each key staff member/expert member
	Adequacy for the assignment	10	6	This sub-criteria relates to the education, training and experience of the key staff members/ experts, in the specific sector, field, subject, etc. which is directly linked to the scope of work.
	Knowledge of issues pertinent to the project	5	3	This sub-criteria relates to the key staff members/experts knowledge of issues pertinent to the project.
PSP's experience with respect to specific aspects of the project/ comparable projects	-	40	15	This criteria covers the experience of the PSP as opposed to the key staff members/experts in similar or comparable projects.

**Table 2: Indicators for the rating of quality criteria and sub-criteria**

Quality criteria	Sub-criteria	Indicators			
		Poor (score 40)*	Satisfactory (score 60)	Good (score 80)	Very good (score 100)
Approach paper which responds to the proposed scope of work/project design and outlines proposed approach/ methodology and work plan complete with time frames	Technical approach and methodology	The technical approach and/or methodology is poor/ unlikely to satisfy the project objectives or requirements. The PSP has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.	The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality plan is too generic.	The approach is specifically tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the PSP has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the
	Work plan/ Programme	The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is lack of clarity and logic in the sequencing.	All key activities are included in the activity schedule, but are not detailed. There are minor inconsistencies between timing, project deliverables and the proposed approach.	The work plan fits the approach paper well; all important activities are indicated in the activity schedule and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a	Besides meeting the “good” rating, decision points and the sequencing and timing of activities are very well defined, indicating that the PSP has optimized the use of resources. The work plan permits flexibility to accommodate contingencies.

Quality criteria	Sub-criteria	Indicators			
		Poor (score 40)*	Satisfactory (score 60)	Good (score 80)	Very good (score 100)
Organization and staffing	-	The organization chart is sketchy, the staffing plan is weak in important areas, or the staffing schedule is inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities.	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate and staffing is consistent with both timing and deliverables.	Besides meeting the “satisfactory” rating, staff are well balanced i.e. they show good coordination, complimentary skills, clear and defined duties and responsibilities, and limited number of short-term experts. Some members of the project team have worked together before on	Besides meeting the “good” rating, the proposed team is well integrated and several members have worked together extensively in the past.
Experience of the key staff (assigned personnel) in relation to the scope of work (Greater weighting should be given to the team leader)	General qualifications	Key staff have limited levels of general experience	Key staff have reasonable levels of general experience	Key staff have extensive levels of general experience	Key staff have exceptional levels of general experience
	Adequacy for the assignment	Key staff have limited levels of project specific education, training and experience	Key staff have reasonable levels of project specific education, training and experience	Key staff have extensive levels of project specific education, training and experience	Key staff have outstanding levels of project specific education, training and experience
	Knowledge of issues pertinent to the project.	Key staff have limited knowledge of issues pertinent to the project.	Key staff have reasonable knowledge of issues pertinent to the project.	Key staff have knowledge of issues pertinent to the project.	Key staff have outstanding knowledge of issues pertinent to the project.

Quality criteria	Sub-criteria	Indicators			
		Poor (score 40)*	Satisfactory (score 60)	Good (score 80)	Very good (score 100)
PSP's experience with respect to specific aspects of the project/ comparable projects (Greater weighting should be given to projects of a similar nature over the last	-	PSP has limited experience	PSP has relevant experience, but has not dealt with the critical issues specific to the assignment.	PSP has extensive experience in relation to the project and has worked previously under similar conditions and circumstances.	PSP has outstanding experience in projects of a similar nature.

**Note:** The lowest grade is 40 percent instead of zero, since a zero rating is unrealistic and since it would imply that the PSP has not responded at all. (PSPs who do not provide information for a particular quality criteria or sub-criteria will not be considered as their tenders will be non-responsive.)

## SECTION T1.2: TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of Tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender makes 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 clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender (**REFER TO ANNEXURE A: CIDB STANDARD CONDITIONS OF TENDER**).

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this Tender:

### The additional Conditions of Tender are:

Item	Data
<b>F.1 General</b>	
F.1.1 <b>Actions</b>	No change from Standard Conditions of Tender
F.1.2 <b>Tender Documents</b>	
	The tender documents issued by the <i>Employer</i> may be printed on White (W), Yellow (Y), Green (G) & Blue (B) paper and comprise:
	<b>PART T: The Tender</b>
Part T1: Tendering procedures (W)	Section T1.1 Tender notice and invitation to tender Section T1.2 Tender data (P)
Part T2: Returnable documents (Y)	Section T2.1 List of Returnable Documents Section T2.2 Returnable Schedules
	<b>PART C: The Contract</b>
Part C1: Agreements and contract data	Section C1.1 Form of Offer and Acceptance (Y) Section C1.2 Contract Data (Y) Section C1.3 Construction Guarantee (Pro-Forma) (W) Section C1.4 Occupational Health and Safety Agreement between Employer and Contractor (W)

Item	Data
	Part C2: Pricing data Section C2.1 Pricing Instructions (Y) Section C2.2 Provisional Bills of Quantities (Y) Section C2.3 Final Summaries (Y)  Part C3: Scope of Work Section C3.1 Description of Works (B) Section C3.2 Engineering (B) Section C3.3 Construction (B) Section C3.4 Management (B)  Part C4: Site Information (G)
	<b>Annexure A: CIDB Standard Conditions of Tender</b> <b>Annexure B: Health and Safety Specification</b> <b>Annexure C: Civil Specifications</b> <b>Annexure D: Electrical Installation Specifications</b>
F.1.3	<b>Interpretation</b> No change from Standard Conditions of Tender
F.1.4	<b>Communication and Employer's Agent:</b>  <b>The Employer is:</b>  <b>Company</b> : ORBIT TVET College <b>Contact</b> : Ms Mmadikgomo Onica Shoko <b>Address</b> : Private bag X82096 Rustenburg 0300 South Africa <b>Tel No.</b> : +27 (014) 597 5515 <b>Fax No.</b> : +27 (014) 592 7013 <b>E-mail</b>  <b>The Employer's Agent is:</b>  <b>Company</b> : Botsang and Associates Consulting (Pty) Ltd <b>Contact</b> : Mr Leonard Marumo <b>Address</b> : <b>The Gordon Office</b> 56 Hendrik Potgieter Florida North Johannesburg Gauteng 2021 South Africa <b>Tel No.</b> : +27 (011) 472 1785 <b>Fax No.</b> : +27 (011) 472 1709 <b>E-mail</b> : <a href="mailto:leonard@botsang.co.za">leonard@botsang.co.za</a>
F.1.5	<b>The Employer's right to accept or reject any tender offer:</b> No change from Standard Conditions of Tender

Item	Data
F.1.6 <b>Procurement procedures:</b>	No change from Standard Conditions of Tender

## F.2 Tenderer's Obligations

F.2.1 <b>Eligibility:</b>	<p><b>CIDB registration and grading:</b></p> <ol style="list-style-type: none"> <li>1) Only tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>5EB</b> or higher, are eligible to submit tenders.</li> <li>2) Joint ventures are eligible to submit tenders provided that:               <ol style="list-style-type: none"> <li>i) every member of the joint venture is registered with the CIDB;</li> <li>ii) the lead partner has a contractor grading designation in the <b>5EB</b> ; and</li> <li>iii) the combined contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>5EB</b>.</li> </ol> </li> </ol>
F.2.2 <b>Cost of Tendering:</b>	No change from Standard Conditions of Tender
F.2.3 <b>Check documents:</b>	No change from Standard Conditions of Tender
F.2.4 <b>Confidentiality and copyright of documents:</b>	No change from Standard Conditions of Tender
F.2.5 <b>Reference documents:</b>	No change from Standard Conditions of Tender
F.2.6 <b>Acknowledge addenda:</b>	No change from Standard Conditions of Tender

Item	Data
F.2.7	<p><b>Clarification meeting:</b></p> <p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F.2.8	<p><b>Seek clarification:</b></p> <p>No change from Standard Conditions of Tender</p>
F.2.9	<p><b>Insurance:</b></p> <p>No change from Standard Conditions of Tender</p>
F.2.10	<p><b>Pricing the tender offer:</b></p> <p>No change from Standard Conditions of Tender</p>
F.2.11	<p><b>Alterations to documents:</b></p> <p>No change from Standard Conditions of Tender</p>
F.2.12	<p><b>Alternative tender offers:</b></p> <p>If a tenderer wish to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to <b>5%</b> of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed</p>
F.2.13	<p><b>Submitting a tender offer</b></p>
F.2.13.1	<p>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.</p>
F.2.13.2	<p>No change from Standard Conditions of Tender</p>

Item	Data
F.2.13.3	Each tender offer shall be submitted as <b>original</b>
F.2.13.4	No change from Standard Conditions of Tender
F.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on the Tenderer's offer package are:</p> <p><b><u>Location of Bid Box:</u></b></p> <p><b>Physical Address:</b> ORBIT FET College- Corporate Centre Security Gate (Office) C/o Fatima Bhayat and Bosch Streets Rustenburg</p> <p><b><u>Identification Details:</u></b></p> <p><b>Tender Reference No.:</b> M02/2020</p> <p><b>Title of Tender:</b> "SUPPLY, DELIVER, INSTALL AND COMMISSION OF THE BACK UP DIESEL GENERATOR AT ORBIT TVET MANKWE CAMPUS"</p> <p><b>Closing date of Tender:</b> 08 May 2020</p> <p><b>Closing time:</b> 11H00</p>
F.2.13.6	A two-envelope procedure will not be followed
F.2.13.7	No change from Standard Conditions of Tender
F.2.13.8	No change from Standard Conditions of Tender
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
F.2.15	<b>Closing time:</b> The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender
F.2.16	<b>Tender offer validity:</b> The tender offer validity period is <b>90</b> days
F.2.17	<b>Clarification of tender offer after submission:</b> No change from Standard Conditions of Tender
F.2.18	<b>Provide other material:</b> The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

Item	Data
F.2.19	<p><b>Inspections, tests and analysis:</b> Access shall be provided for the following inspections, tests and analysis:</p> <ol style="list-style-type: none"> <li>(1) All guarantees;</li> <li>(2) Electrical CoC; and</li> <li>(3) Any other inspection as required by the Employer's Agent.</li> </ol>
F.2.20	<p><b>Submit securities, bonds, policies etc.:</b> The Tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2.21 of this procurement document.</p>
F.2.21	<p><b>Check final draft:</b> No change from Standard Conditions of Tender</p>
F.2.22	<p><b>Return of other tender documents:</b> No change from Standard Conditions of Tender</p>
F.2.23	<p><b>Certificates:</b></p> <p>The Tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part T2.2.21 of this procurement document.</p> <p>The Tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1) A <b>valid</b> Tax Clearance Certificate with Pin issued by the South African Revenue Services.</li> <li>2) A Certificate of Contractor Registration issued by the CIDB.</li> <li>3) where the tendered amount inclusive of VAT exceeds R10 million:             <ol style="list-style-type: none"> <li>i. audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;</li> <li>ii. a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;</li> <li>iii. particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;</li> </ol> </li> </ol>

Item	Data
	<p>iv. a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.</p> <p>Where a Tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such Tenderers must submit the Certificates of Contractor Registration in respect of each partner.</p>

<b>F.3 The Employer's Undertakings</b>		
F.3.1	<b>Respond to requests from the Tenderer:</b>	No change from Standard Conditions of Tender
F.3.2	<b>Issue Addenda:</b>	No change from Standard Conditions of Tender
F.3.3	<b>Return late tender offers:</b>	No change from Standard Conditions of Tender
F.3.4	<b>Opening of tender submissions:</b>	Tenders will not be opened in public.
F.3.5	<b>Two-envelope system:</b>	No change from Standard Conditions of Tender
F.3.6	<b>Non-disclosure:</b>	No change from Standard Conditions of Tender
F.3.7	<b>Grounds for rejection and disqualification:</b>	No change from Standard Conditions of Tender
F.3.8	<b>Test for responsiveness:</b>	No change from Standard Conditions of Tender
F.3.9	<b>Arithmetical errors, omissions and discrepancies:</b>	No change from Standard Conditions of Tender
F.3.10	<b>Clarification of a tender offer:</b>	No change from Standard Conditions of Tender
F.3.11	<b>Evaluation of tender offers:</b>	The procedure for the evaluation of responsive tenders is <b>Method 2</b> (Financial Offer and Preferences):
	F.3.11.1	No change from Standard Conditions of Tender
	F.3.11.2	No change from Standard Conditions of Tender
	F.3.11.3	No change from Standard Conditions of Tender
	F.3.11.4	No change from Standard Conditions of Tender
	F.3.11.6	No change from Standard Conditions of Tender
	F.3.11.7	No change from Standard Conditions of Tender
	F.3.11.8	No change from Standard Conditions of Tender

Item	Data
F.3.11.9	No change from Standard Conditions of Tender
F.3.12	<b>Insurance provided by the Employer:</b>
F.3.13	<p><b>Acceptance of tender offer:</b></p> <p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>a) the Tenderer submits a <b>valid</b> Tax Clearance Certificate with Pin issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</li> <li>b) the Tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part T2.2.21 of this procurement document;</li> <li>c) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation and is the main JV partner to carry out the highest percentage of the work, to have the highest CIDB grading and to lead the contract (where applicable). The combined CIDB grading to meet required CIDB grade;</li> <li>d) the Tenderer or any of its directors/ shareholders 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;</li> <li>e) attended the Mandatory Tender Briefing / Site Inspection Meeting (Signed Attendance Register);</li> <li>f) completed and signed the Form of Offer;</li> <li>g) completed and signed the Declaration of Interest Register;</li> <li>h) signed a Letter of Intent to enter into a Joint Venture, Consortium or to sub-contract (where applicable) (Letter from the JV confirming that they have intentions of entering into a JV/Consortium Agreement);</li> <li>i) has authority form lead partner to sign the documents (Letter signed by all members of JV where they occur, confirming the lead partner);</li> <li>j) the Tenderer has not: <ol style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> </ol>

Item	Data
	<p>k) the Tenderer has completed the Compulsory Enterprise Questionnaire 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. Persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>l) the Tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>m) the Employer is reasonably satisfied that the Tenderer has, in terms of the Construction Regulations 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely, and</p> <p>n) the Tenderer submits a complete Bill of Quantities filled in clearly and legible and in permanent ink;</p> <p>o) the Tenderer has a valid B-BBEE Certificate or for exemption a Letter from an Accountant confirming most recent turnover (a score of zero for preference points will be allocated if no certificate is submitted);</p> <p>p) the Tenderer completed and signed Goal Declaration Form for Contractors;</p> <p>q) The Tenderer:</p> <ul style="list-style-type: none"> <li>i) has sufficiently substantiated his experience in this type work;</li> <li>ii) gives a record of previous projects which may be relevant in the evaluation of the bid and contract persons;</li> <li>iii) has the required and experienced key personnel; and</li> <li>iv) owns the primary equipment to effectively and efficiently execute the work.</li> </ul> <p>r) the Tenderer submits additional required information (if not included with submission) within the given timeframes.</p>
F.3.14	<b>Prepare contract documents:</b> No change from Standard Conditions of Tender
F.3.15	<b>Complete adjudicator's contract:</b> No change from Standard Conditions of Tender
F.3.16	<b>Notice to unsuccessful tenderers:</b> No change from Standard Conditions of Tender
F.3.17	<b>Provide copies of the contracts:</b> The number of <b>paper copies</b> of the <b>signed contract</b> to be provided by the Employer is <b>one</b> .
F.3.18	<b>Provide written reasons for actions taken:</b> No change from Standard Conditions of Tender

Item	Data
<b>F.4</b>	<b>Additional Conditions Of Tender</b>

The additional conditions of tender are:

#### **F.4.1 Compliance with Occupational Health and Safety Act 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender, appended to T2.2.10 Health and Safety Plan - Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in Part C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.

#### **F.4.6 Community Liaison Officer**

It is a requirement of the Contract that a Community Liaison Officer (CLO) shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities.

The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate, are described in Part C3: Scope of Work.

## PART T2: RETURNABLE DOCUMENTS

### SECTION T2.1: LIST OF RETURNABLE DOCUMENTS

The Tender must complete the following Returnable Documents in **BLACK INK**.

#### RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

FORM T2.2.1: RESPONDENT'S INFORMATION SHEET .....	32
FORM T2.2.2: SCHEDULE OF WORK CARRIED OUT BY TENDERER .....	33
FORM T2.2.3: SCHEDULE OF CURRENT CONTRACTS.....	35
FORM T2.2.4: DECLARATION OF INTEREST (MBD 4) .....	37
FORM T2.2.5: SIGNATORIES AUTHORITY (POWER OF ATTORNEY).....	40
FORM T2.2.6: CURRENT CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER .....	42
FORM T2.2.7: PROPOSED KEY PERSONNEL .....	43
FORM T2.2.8: SCHEDULE OF CONSTRUCTION PLANT AND EQUIPMENT .....	44
FORM T2.2.9: SITE INSPECTION CERTIFICATE.....	45
FORM T2.2.10: HEALTH AND SAFETY PLAN .....	46
FORM T2.2.11: FINANCIAL REFERENCES .....	47
FORM T2.2.12: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	48
FORM T2.2.13: AMENDMENTS AND QUALIFICATIONS BY TENDERER .....	49
FORM T2.2.14: B-BBEE STATUS LEVEL CERTIFICATE .....	51
FORM T2.2.15: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1) .....	52
FORM T2.2.16: TAX CLEARANCE REQUIREMENTS.....	59
FORM T2.2.17: PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD.....	60
FORM T2.2.18: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8).....	61
FORM T2.2.19: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9) .....	65
FORM T2.2.20: COMPULSORY DECLARATION FORM .....	68
FORM T2.2.21: LETTER OF INTENT .....	70

**SECTION T2.2: RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES**

**FORM T2.2.1: RESPONDENT'S INFORMATION SHEET**

*This form and the one on the following page **MUST** be filled in by all respondents to this tender and included as the second page, i.e. after the cover page.*

<b>Contract No.</b>	_____
<b>Description of Contract</b>	_____
<b>Name of Organisation / Joint Venture / Consortium</b>	_____
<b>Physical Address</b>	_____ _____ _____
<b>Postal Address</b>	_____ _____ _____
<b>Contact Name</b>	_____
<b>E-mail Address</b>	_____
<b>Telephone Number</b>	_____
<b>Fax Number</b>	_____
<b>Cell Number</b>	_____



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

**FORM T2.2.3: SCHEDULE OF CURRENT CONTRACTS**

The following is a statement of contracts that are being executed by myself / ourselves which will only be completed after the closing date for tenders:

EMPLOYER (Name, Tel No and Fax No)	PRINCIPAL AGENT (Name, Tel No and Fax No)	Description of contract	Value of work inclusive of VAT (Rand)	Date		
				Start	Contractual Completion	Anticipated completion

SIGNED: .....

DATE:

NAME: .....

CAPACITY:

TENDERER:

**FORM T2.2.4: DECLARATION OF INTEREST (MBD 4)**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state<sup>1</sup>? **YES / NO**

3.6.1 If so, furnish particulars:

.....  
.....

3.7 Have you been in the service of the state for the past twelve months? **YES / NO**

3.7.1 If so, furnish particulars.

.....

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

3.8 Do you, have any relationship (family, friend, other) with Persons in the service of the state and who may be involved with the evaluation and/or adjudication of this bid? **YES / NO**

3.8.1 If so, furnish particulars:

.....  
.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this bid? **YES / NO**

3.9.1 If so, furnish particulars:

.....  
.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.10.1 If so, furnish particulars:

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

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.11.1 If so, furnish particulars:

.....  
.....

**MBD4**

## CERTIFICATION

I, the undersigned (Name) .....

certify that the information furnished on this Declaration Form is correct.

I accept that the State may act against me should this declaration prove to be false.

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF BIDDER

**FORM T2.2.5: SIGNATORIES AUTHORITY (POWER OF ATTORNEY)**

**1. INFORMATION TO BE PROVIDED**

**1.1 If the Bidder is a COMPANY**

- (a) Affix a certificate copy of the Certificate of Incorporation to this page.
- (b) Affix a copy of the relevant resolution of the Board of Directors, duly signed and dated.
- (c) List the Directors.

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

**1.2 If the Bidder is a CLOSE CORPORATION**

- (a) Affix a certificate copy of the Founding Statement to this page.
- (b) Affix a copy of the relevant resolution of the Members, duly signed and dated.
- (c) List the Members.

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

**1.3 If the Bidder is a PARTNERSHIP**

- (a) Affix a copy of the relevant resolution on the Partners, duly signed and dated.
- (b) List the Partners.

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

**1.4 If the Bidder is a ONE-MAN-CONCERN**

Provide the full name, identity number and qualifications of the person.

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

**1.5 If the Bidder is a JOINT VENTURE**

- (a) Affix a copy of the original document of information defining the conditions under which the joint venture will function, its period of duration and the participating persons, companies and/or firms.
- (b) Affix a certificate signed for or on behalf of each participating person, company and/or firm authorising the person who signed the Bid to do so.
- (c) Affix a certified copy of the Joint Venture Agreement.

**1.6 If the Bidder is a CONCERN OTHER than these listed above**

Provide full details of the CONCERN submitting the Bid:

.....  
.....

<b>FORM T2.2.6: CURRENT CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER</b>
---

The tenderer shall affix to this page:

A current Certificate of Good Standing from the Compensation Commissioner.

**Note:**

Failure to affix the documentation as prescribed to this page shall result in this tender offer being regarded as non-responsive.

**FORM T2.2.7: PROPOSED KEY PERSONNEL**

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the contract should his offer be accepted, both at his headquarters and on the Site, to direct and execute the work, together with their qualifications, experience, positions held and nationalities.

**Curriculum Vitae of Key Personnel to be attached to this Bid Document.**

DESIGNATION	NAME AND NATIONALITY OF: NOMINEE ALTERNATE	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
<b>HEAD OFFICE</b> Partner/director		
Project manager		
Other key staff (give designation)		
<b>SITE OFFICE</b> Site Agent		
Site Engineer		
Construction supervisor (Give designation)		
Other key staff (give designation)		

SIGNATURE: .....  
(Of person authorised to sign on behalf of the Tenderer)

DATE: .....

**FORM T2.2.8: SCHEDULE OF CONSTRUCTION PLANT AND EQUIPMENT**

The Tenderer shall state below what Construction Plant will be available for the work should he be awarded the Contract.

The following are lists of major Construction Plant and Equipment that I / We presently own or lease and will have available for this contract should my / our tender be accepted.

**Details of major equipment that is owned by me / us and immediately available for this contract:**

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE

*Attach additional pages if more space is required*

**Details of major Plant & Equipment that will be hired, or acquired for this contract should my / our tender be accepted:**

DESCRIPTION (type, size, capacity etc.)	QUANTIT Y	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

*Attach additional pages if more space is required*

SIGNATURE: .....  
(Of person authorised to sign on behalf of the Tenderer)

DATE: .....

**FORM T2.2.9: SITE INSPECTION CERTIFICATE**

This is to certify that I, .....  
representing and duly authorised by (Bidder) .....  
.....  
.....

attended the site inspection on .....

Having prior to this site visit carefully examined the Bid document, technical information and drawings supplied, I confirm that I was given unrestricted access to inspect those sections of the Site necessary for the execution of the Works.

I further confirm that I am completely satisfied with the scope of work as explained by the Engineer, and am fully aware of all Site conditions and regulations of whatsoever nature that could influence the preparation of our Bid.

I therefore append my signature below in agreement that we will not institute any claim against the Employer after submission of our Bid based on lack of knowledge of site conditions or regulations pertaining to the execution of this Contract.

.....  
SIGNATURE OF BIDDER'S REPRESENTATIVE

.....  
DATE

.....  
SIGNATURE OF REPRESENTATIVE OF THE ENGINEER DATE

**FORM T2.2.10: HEALTH AND SAFETY PLAN**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

**Details of the Health and Safety Plan shall be appended to this Schedule.**

Number of sheets, appended by the Tenderer to this Schedule .....(If nil, enter NIL).

SIGNATURE: .....  
(Of person authorised to sign on behalf of the Tenderer)

DATE: .....

**FORM T2.2.11: FINANCIAL REFERENCES**

**Financial Statements**

I / We agree, to furnish an audited copy of the latest set of financial statements together with my / our Directors' and Auditors' report for consideration by the Employer.

**Bank Details**

I / We hereby authorise the Employer / Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of Bank	
Branch Name	
Branch Code	
Street Address	
Postal Address	
Name of Manager	
Telephone Number	(    )
Fax Number	(    )
Account Number	

SIGNATURE: .....  
(Of person authorised to sign on behalf of the Tenderer)

DATE: .....

**FORM T2.2.12: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

No	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*Attach additional pages if more space is required*

SIGNATURE: .....  
*(Of person authorised to sign on behalf of the Tenderer)*

DATE: .....

**FORM T2.2.13: AMENDMENTS AND QUALIFICATIONS BY TENDERER**

**AMENDMENTS AND QUALIFICATIONS**

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

**AMENDMENTS**

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

**Notes:**

- (1) Amendments to the Contract Data are not acceptable.
- (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.

**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.

**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 alternative offer will be prejudiced.*

.....  
SIGNATURE:  
(Of person authorised to sign on behalf of the Tenderer)

DATE: .....

<b>FORM T2.2.14: B-BBEE STATUS LEVEL CERTIFICATE</b>
--

**IT IS A CONDITION OF TENDERS THAT:**

Where two or more bidders have scored the same number of points, the winner must be the bidder that scores the highest number of B-BBEE points; however,

If Functionality is being assessed in the tender, the winning bid must be the one with the highest score on Functionality which would have been assessed at the responsiveness stage.

All Trusts, JVs or Consortia will only qualify for B-BBEE points if they submit B-BBEE certificates or they can submit a consolidated B-BBEE certificate as if they were a group structure.

The Valid B-BBEE Certificate must be submitted in the original together with the bid and attached to this page.

**FORM T2.2.15: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)**

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the ...80/20..... preference point system shall be applicable
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- 2.1 **“all applicable taxes”** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad- Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with annual total revenue of R5 million or less;
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or Operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- Ps = Points scored for comparative price of bid under consideration  
Pt = Comparative price of bid under consideration  
Pmin = Comparative price of lowest acceptable bid

### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

## 8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be sub-contracted? %

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor? .....

(iv) whether the sub-contractor is an EME? .....YES / NO (delete which is not applicable)

## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm: .....

9.2 VAT registration number: .....

9.3 Company registration number: .....

9.4 Type of Company / Firm:

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

[TICK APPLICABLE BOX]

9.5 Describe Principal Business Activities:

.....

.....

.....

.....

.....

9.6 Company Classification:

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Municipal Information

Municipality where business is situated: .....

Registered Account Number: .....

Stand Number: .....

9.8 Total Number Of Years The Company/Firm Has Been In Business? .....

9.9 I / we, the undersigned, who is / are duly authorised to do so on behalf of the company / firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company / firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - a. disqualify the person from the bidding process;
  - b. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - c. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - d. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

**WITNESSES:**

1 .....  
.....

SIGNATURE(S) OF BIDDER(S)

2. ....

DATE: .....

**ADDRESS:** .....  
.....  
.....

## FORM T2.2.16: TAX CLEARANCE REQUIREMENTS

### IT IS A CONDITION OF TENDERS THAT:

The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.

The Valid Tax Clearance Certificate with Pin must be submitted together with the bid and attached to this page. Failure to submit the valid Tax Clearance Certificate with Pin **shall** invalidate the bid.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate with Pin

### Note:

Failure to affix the documentation as prescribed to this page shall result in this tender offer being regarded as non-responsive.

**FORM T2.2.17: PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**

The Tenderer shall affix to this page:

Written proof of registration with the CIDB in the required categories.

The classification of the Joint Venture, where and if applicable, shall be stated with all relevant information required. Refer to clause F.2.1 of the Tender Data.

**Note:**

Failure to affix the documentation as prescribed to this page shall result in this tender offer being regarded as non-responsive.

**FORM T2.2.18: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input data-bbox="1278 342 1321 383" type="checkbox"/>	<p>No</p> <input data-bbox="1374 342 1417 383" type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p>		

Item	Question	Yes	No
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.4.1	If so, furnish particulars:		

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

**MBD 8**

### CERTIFICATION

I, the undersigned (Full Name) .....

certify that the information furnished on this Declaration Form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF BIDDER

**FORM T2.2.19: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

---

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and/or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**MBD 9**

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;  
or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF BIDDER

---

<sup>3</sup> 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.

**FORM T2.2.20: COMPULSORY DECLARATION FORM**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise** : .....

**Section 2: VAT registration number, if any** :

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration: .....

Close corporation number: .....

Tax reference number: .....

**Section 6: Record of association with ORBIT TVET Colleges member of Staff / Board**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation has an association with an ORBIT TVET Colleges member of staff or member of Board, a relative of an ORBIT TVET Colleges member of staff or member of Board: **An Association is defined as:** a business or personal relationship between a group of people or organisations joined together for a purpose.

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of the ORBIT TVET Colleges member of staff or Board	Type of relationship (tick appropriate column)	
		Family	Friend

\*insert separate page if necessary

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

- i) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- ii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iii) 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.

SIGNED: ..... DATE: .....

NAME: ..... CAPACITY: .....

ENTERPRISE NAME: .....

**FORM T2.2.21: LETTER OF INTENT**

**The tenderer shall affix to this page:**

A Letter of Intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part C1.3 of this Procurement Document.

*Refer to Part C1.3 for Construction Guarantee (Pro-Forma).*

# PART C: THE CONTRACT

## PART C1: AGREEMENT AND CONTRACT DATA

### SECTION C1.1: FORM OF OFFER AND ACCEPTANCE

#### SECTION C1.1.1: FORM OF OFFER

##### THE TENDERER IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

### SUPPLY, DELIVER, INSTALL AND COMMISSION OF BACK UP DIESEL GENERATOR TENDER NO. M02/2020

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of Value Added Tax for each of the two Tenders are:

TENDER NAME AND DESCRIPTION	AMOUNT
<b>A. Supply, deliver, install and commission of Back Up Diesel Generator</b> <i>(Carried forward from Page111, Section C2.3: Final Summary)</i> (Amount in words) ..... ..... ..... (Rand)	R.....
<b>TOTAL (VAT Incl.)</b>	R.....

**NB: Should there be a discrepancy between the amounts in figures and words, the amount in words shall govern.**

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 (of Person authorised to sign the Tender): .....

Name (of Signatory in capitals): .....

Capacity (of Signatory):.....

Name of Tenderer (Organisation): .....

Address of Tenderer: .....

.....

Telephone number: ..... Fax number: .....

E-mail address: ..... Date: .....

***[Failure of a Tenderer to complete and sign this form will invalidate the tender]***

**SECTION C1.1.2: FORM OF ACCEPTANCE**

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

The terms of the contract, are contained in:

- Part C1                      Agreements and Contract Data, (which includes this Form of Offer and Acceptance);
- Part C2                      Pricing Data;
- Part C3                      Scope of Work: Works Information;
- Part C4                      Site Information;

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

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

Deviations from and amendments to the draft contract as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now 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.

Name: ..... Name: .....

Signature: ..... Signature: .....  
.....

Capacity: ..... Capacity: .....

For the Employer: .....

.....

*(Insert the name and address of organisation)*

Name of Witness: ..... Signature: .....

**SECTION C1.1.3: SCHEDULE OF DEVIATIONS**

- 1. Subject: .....  
Details: .....
- 2. Subject: .....  
Details: .....
- 3. Subject: .....  
Details: .....
- 4. Subject: .....  
Details: .....
- 5. Subject: .....  
Details: .....
- 6. Subject: .....  
Details: .....

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

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 the draft contract, 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.

Name: ..... Name: .....  
Signature: ..... Signature: .....

Capacity: ..... Capacity: .....

For the Employer: .....

.....

*(Insert the name and address of organisation)*

Name of Witness: ..... Signature: .....

Name: ..... Name: .....

Signature: ..... Signature: .....

Capacity: ..... Capacity: .....

For the Contractor: .....

.....

*(Insert the name and address of organisation)*

Name of Witness: ..... Signature: .....

## SECTION C1.2: CONTRACT DATA

The Conditions of Contract are the **JBCC Series 2000 Principal Building Agreement (March 2014 – Edition 6.1)** published by the Joint Building Contract Committee. Copies of these documents may be obtained from the **Association of South African Quantity Surveyors** (011-315 4140), the **Master Builders Association** (011-205 9000), the **South African Association of Consulting Engineers** (011-463 2022) or the **South African Institute of Architects** (011-486 0684).

The JBCC Principal Building Agreement Contract Data EC and the JBCC Principal Building Agreement Contract Data CE form an integral part of this agreement.

The **ASAQS Preliminaries (March 2014 Edition 6.1)** published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in the bills of quantities.

The **Model Preambles for Trades (2014 Edition 6.1)** as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained.

The **SANS 1200 Standardized Specification for Civil Engineering Construction**, and specific amendments and additions shall be deemed to be incorporated in the Civil bill of Quantities.

Delta BEC Electrical specification shall be deemed to be incorporated in the Electrical Bill of Quantities.

## SECTION C1.2.1: CONTRACT DATA EC (Employer to Contractor)

### Employer Addendum Code 2101-EC

FOR INFORMATION PURPOSES ONLY. TO BE SIGNED ON APPOINTMENT.

#### Introduction

This addendum contains all variables referred to in the **Principal Building Agreement** that are the responsibility of the Contractor to provide the appropriate information that is necessary for the Contractor to complete his tender. The Addendum must be completed in full and included in the tender documents. The Addendums "Contract Data – EC", "Contract Data – CE", "Contract Data – ES" and "Contract Data – SE" form part of the contract between the parties.

#### Definitions

The definitions used in this document and the interpretation thereof are as listed in the Principal Building Agreement. The work or phrase of a definition is in bold text and shall bear the meaning assigned to it in the Principal Building Agreement. Where such word or phrase is not highlighted, it shall bear the meaning consistent with the context of its use. The listed defined word or phrase does not qualify as a definition where information required to be stated in the contract data has not been provided.

#### Provision of Contract Data

Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be clearly struck out. Where insufficient space is provided the additional information should be annexed hereto and cross referenced to the applicable clause of the contract data.

#### Reference Clauses

Where relevant the Principal Building Agreement clause applicable to the required information is printed in italics under the Contract Data clause number i.e. [27.4.2]

#### TABLE OF CONTENTS

Section No.	Description
	CONTRACTING AND OTHER PARTIES
1.0	CONTRACT AND SITE INFORMATION
2.0	INSURANCES AND SECURITIES
3.0	PRACTICAL COMPLETION DATES AND
4.0	PENALTIES
5.0	DOCUMENTS AND GENERAL
6.0	CHANGES MADE TO THE STANDARD JBCC
7.0	DOCUMENT
	DECLARATION BY THE PRINCIPAL AGENT

## CONTRACT DATA: EMPLOYER

### 1.0 CONTRACTING AND OTHER PARTIES

1.1 [1.2] **Employer:** ORBIT TVET Colleges

**Postal Address:** Private bag X82096; RUSTENBURG, South Africa **Code:** 0300

**Physical Address:** Corner of Fatima Bhayat and Bosch street, RUSTENBURG **Code:** 0300

**Tel no.:** +27 (014) 592 7014 **Fax no.:** +27 (014) 592 7013

**VAT no.:** 4750102586

**E-mail:** [oshoko@orbitcollege.co.za](mailto:oshoko@orbitcollege.co.za)

1.2 [5.1] **Principal Agent:** Botsang and Associates Consulting (Pty) Ltd **Person:** Leonard Marumo

**Postal Address:** Postnet Suit 93 Private Bag X2 Ruimsug Randburg **Code:** 1732

**Tel no.:** +27 11 472 1785 **Fax no.:** +27 11 472 1709

**E-mail:** [leonard@botsang.co.za](mailto:leonard@botsang.co.za)

1.10 [5.5] **Interest of principal agent or other agent in the project.** (Yes / No)

Details where "yes": **N/A**

1.10 The **principal agent** named in 1.2 above is responsible for the preparation of the **contract data** schedule and must be contacted should the **contractor** be uncertain of the information provided or to be provided. Failure to complete the **contract data** schedule in full may result in the tender being disqualified.

### 2.0 CONTRACT AND SITE INFORMATION

2.1 [1.7] The **law** applicable to this **agreement:** (Country / State)

2.2 [1.1] **Works** identification: **Refer to Part C3. Scope of Works**

2.3 [1.1] **Site** description: **Stand 230, Unit 2, MOGWASE, 0314**

2.4 [1.5.2.1] Possession of the **site** is to be given on: (Date)

**Within five (5) working days after receipt of documentary evidence that:**

- **Insurances have been effected [12.2];**
- **Security has been provided to the Employer [14.1];**
- **Contractor's Lien has been signed;**
- **Safety Plan has been approved by the Employer.**

2.5 [15.3] Period for the commencement of the **works** after the contractor takes possession of the **site:** (Working days)

2.6 [15.4], [28.0]	Completion of the works in <b>sections</b> is required.	(Yes / No)	<b>NO</b>	(No. of sections)	<b>N/A</b>
2.7 [3.3], [31.16.2]	Waiver of the <b>contractor's</b> lien or right of continuing possession is required.	(Yes / No)			<b>Yes</b>
2.8 [16.1]	Defined restrictions to the <b>site</b> area. Where "yes" the specific requirements are described below or detailed in the <b>contract documents</b> .	(Yes / No)			<b>No</b>
2.9 [16.4]	Geotechnical investigation of the <b>site</b> has been undertaken. Where "yes" the results are included in the <b>contract documents</b> .	(Yes / No)			<b>Yes</b>
2.10 [16.6]	Existing premises will be occupied. Where "yes" the specific requirements are described below or detailed in the <b>contract documents</b> .	(Yes / No)			<b>Yes</b>
<p><i>The campus will be occupied with students on a daily basis. The execution of the works must be planned and executed not to impact on the normal operations of the campus, Refer to detail requirements described in Scope of Works Part C3.1.</i></p>					
2.11 [16.7]	Provision of temporary services is required. Where "yes" the specific requirements are described below or detailed in the <b>contract documents</b> .	(Yes / No)			<b>Yes</b>
2.11.1	<b>Water</b>	Option A Option B Option C	<b>Contractor</b> – his cost <b>Employer</b> – free of charge <b>Contractor</b> – metered ( <b>contractor</b> cost)	(A, B or C)	<b>B</b>
2.11.2	<b>Electricity</b>	Option A Option B Option C	<b>Contractor</b> – his cost <b>Employer</b> – free of charge <b>Contractor</b> – metered ( <b>contractor</b> cost)	(A, B or C)	<b>B</b>
2.11.3	<b>Telecom</b>	Option A Option B Option C	<b>Contractor</b> – his cost <b>Employer</b> – free of charge <b>Contractor</b> – metered ( <b>contractor</b> cost)	(A, B or C)	<b>A</b>
2.11.4	<b>Ablutions</b>	Option A Option B Option C	<b>Contractor</b> – his cost <b>Employer</b> – free of charge <b>Contractor</b> – metered ( <b>contractor</b> cost)	(A, B or C)	<b>A</b>
2.12 [16.8]	Protection of existing trees and shrubs is required. Where "yes" the specific requirements are described below or detailed in the <b>contract documents</b> .	(Yes / No)			<b>No</b>

### 3.0 INSURANCE AND SECURITIES

3.1 [10.1.1], [12.6]	Contract works insurance to be effected by:	(Employer / Contractor)	<b>Contractor</b>
	For the sum of:	(Amount)	<b>Contract Sum Plus 20%</b>
	With a deductible of:	(Amount)	<b>R20 000</b>
3.2 [10.1.2], [11.1-3], [12.6]	Supplementary / Special insurance to be effected by:	(Employer / Contractor)	<b>N/A</b>
	For the sum of:	(Amount)	<b>R -</b>
	With a deductible of:	(Amount)	<b>R -</b>
3.3 [10.1.3], [12.6]	Public liability insurance to be effected by:	(Employer / Contractor)	<b>Contractor</b>
	For the sum of:	(Amount)	<b>R 5 000 000 per claim</b>
	With a deductible of:	(Amount)	<b>R20 000</b>
3.4 [11.1.1]	Support insurance to be effected by:	(Employer / Contractor)	<b>N/A</b>
	For the sum of:	(Amount)	<b>R -</b>
	With a deductible of:	(Amount)	<b>R -</b>
3.5 [11.1.2-3], [12.1]	Special insurance to be effected by:	(Employer / Contractor)	<b>N/A</b>
	Type:	<b>N/A</b>	
	For the sum of:	(Amount)	<b>N/A</b>
	With a deductible of:	(Amount)	<b>N/A</b>

### 4.0 PRACTICAL COMPLETION DATES AND PENALTIES

		<b>Date</b>	<b>Penalty Amount</b>
4.1 [24.3.1], [30.1-36]	For the <b>works</b> as a whole: The date for <b>practical completion</b> and the <b>penalty</b> per <b>calendar day</b> is:	<b>2 Months from date of possession of site</b>	<b>R 5 000-00</b>

**Or**

4.2 [24.3.1], [28.1]	For the <b>works</b> in <b>sections</b> : The date for <b>practical completion</b> and the <b>penalty</b> per <b>calendar day</b> is:
----------------------------	--

	Date	Penalty Amount
Section 1	N/A	N/A
Section 2	N/A	N/A

## 5.0 DOCUMENTS AND GENERAL

5.1 [3.7] Construction document copies to be supplied to the **contractor** free of charge. (No. of copies)

5.2 [3.9] The **priced document** may be used as a specification of **materials and goods** and work methods. (Yes / No)

5.3 [3.10] The **contractor** shall provide a schedule of rates. (Yes / No)  (Addendum No.)

5.4 [3.11] Changes made to **JBCC** standard documents. (Yes / No)  (Addendum No.)

5.5 [15.1.1] On acceptance of the tender the **priced document** is to be submitted within the stated **working days**. (No. of days)

5.6 [22.2] Work to be undertaken by **direct contractors**. (Yes / No)  (Addendum No.)

5.7 [24.9] On achievement of practical completion the **contractor** is to hand over certificates and manuals etc. related to the works as listed below:

- |  |  |
|--|--|
| (1) Electrical Certificate of Compliance                                     | (2) Plumbing and drainage Certificate of Compliance        |
| (3) Roof Structure CoC: Declaration by competent person as per NBR           | (4) Glazing certificate of conformance (SANS 10400 Part N) |
| (5) Soil poisoning Certificate (SANS 10400 Part F)                           | (6) Roof sheeting warranty                                 |
| (7) All documentation to comply with Statutory and Legislative requirements. | (8) Health and Safety File                                 |
| (9)  | (10)   |

5.8 [31.1] Interim **payment certificate** to be issued by: (Date of Month)

5.8 [4.1] The following items of works shall be designed by the Contractor:

- (1) Steel Roof Structure & Beams (2) \_\_\_\_\_

## 6.0 CHANGES MADE TO THE STANDARD JBCC PBA DOCUMENT

**Note:** All changes must be listed in detail below or provided in: **Addendum No.:**

## SECTION C1.2.2: CHANGES TO JBCC PRINCIPAL BUILDING AGREEMENT (PBA)

### DEFINITIONS

#### CLAUSE 1.0: DEFINITIONS AND INTERPRETATION

	<p><b>Replace CONSTRUCTION PERIOD with the following:</b> <i>The period commencing on the date on which the possession of the site was handed over to the contractor as recorded on the site possession certificate and ending on the date for practical completion and excluding all statutory holidays and recognized annual building holiday periods.</i></p> <p><b>Add CONTRACT MINUTES:</b> <i>A comprehensive set of minutes prepared by the principal agent in which all pertinent contractual information that arises at meetings is progressively recorded.</i></p> <p><b>Add CONTRACT PERIOD:</b> <i>The period commencing on the date of acceptance in terms of Form of Acceptance and ending on the date of Certificate of Final completion.</i></p> <p><b>Replace CONTRACT SUM with the following:</b> <i>The accepted amount provided for in the agreement made in terms of the Form of Offer and Acceptance.</i></p> <p><b>Add DATE FOR PRACTICAL COMPLETION:</b> <i>The contractual completion date or dates stated in the contract data or revision thereof [29.0] on or before which the contractor agrees to bring the works or sections thereof to practical completion. The contractor will be liable for the determined penalty in failure of such.</i></p> <p><b>Replace PROGRAMME with the following:</b> <i>A diagrammatic representation, made available electronically and in hard copy, of the planned execution sequence of the works indicating the dates for commencement and completion thereof and accepted by the Principal Agent, and shall be used by the contractor to plan and execute the works and by the Principal Agent to monitor progress and shall be the sole basis for the assessment of any claims [29.0].</i></p>
--	--

### OBJECTIVE AND PREPARATION

#### CLAUSE 2.0: OFFER, ACCEPTANCE AND PERFORMANCE OBLIGATIONS

	<i>No change from Principal Building Agreement</i>
--	--

#### CLAUSE 3.0: DOCUMENTS

<b>Clause</b>	<b>Data</b>
3.6	The original signed set of <b>contract documents</b> is to be held by the <b>Employer</b>

#### CLAUSE 4.0: DESIGN RESPONSIBILITY

	<i>No change from Principal Building Agreement</i>
--	--

#### CLAUSE 5.0: EMPLOYER'S AGENTS

	<i>No change from Principal Building Agreement</i>
--	--

#### CLAUSE 6.0: CONTRACTOR'S SITE REPRESENTATIVE

	<i>No change from Principal Building Agreement</i>
--	--

#### CLAUSE 7.0: COMPLIANCE WITH LAWS AND REGULATIONS

	No change from Principal Building Agreement
--	---

**CLAUSE 8.0: WORKS RISK**

	No change from Principal Building Agreement
--	---

**CLAUSE 9.0: INDEMNITIES**

	No change from Principal Building Agreement
--	---

**CLAUSE 10.0: GENERAL INSURANCES**

	No change from Principal Building Agreement
--	---

**CLAUSE 11.0: SPECIAL INSURANCES**

	No change from Principal Building Agreement
--	---

**CLAUSE 12.0: EFFECTING INSURANCES**

	No change from Principal Building Agreement
--	---

**CLAUSE 13.0: ASSIGNMENT**

	No change from Principal Building Agreement
--	---

**CLAUSE 14.0: SECURITY**

	No change from Principal Building Agreement
--	---

**EXECUTION****CLAUSE 15.0: PREPARATION FOR AND EXECUTION OF THE WORKS**

	No change from Principal Building Agreement
--	---

**CLAUSE 16.0: SITE AND ACCESS**

	No change from Principal Building Agreement
--	---

**CLAUSE 17.0: CONTRACT INSTRUCTIONS**

	No change from Principal Building Agreement
--	---

**CLAUSE 18.0: SETTING OUT OF THE WORKS**

	No change from Principal Building Agreement
--	---

**CLAUSE 19.0: TEMPORARY WORKS AND PLANT**

	No change from Principal Building Agreement
--	---

**CLAUSE 20.0: NOMINATED SUB-CONTRACTORS**

	No change from Principal Building Agreement
--	---

**CLAUSE 21.0: SELECTED SUB-CONTRACTORS**

	<i>No change from Principal Building Agreement</i>
--	--

**CLAUSE 22.0: EMPLOYER'S DIRECT CONTRACTORS**

	<i>No change from Principal Building Agreement</i>
--	--

**CLAUSE 23.0: CONTRACTOR'S DOMESTIC SUB-CONTRACTORS**

	<i>No change from Principal Building Agreement</i>
--	--

**COMPLETION****CLAUSE 24.0: PRACTICAL COMPLETION**

	<i>No change from Principal Building Agreement</i>
--	--

**CLAUSE 25.0: WORKS COMPLETION**

	<i>No change from Principal Building Agreement</i>
--	--

**CLAUSE 26.0: FINAL COMPLETION**

	<i>No change from Principal Building Agreement</i>
--	--

**CLAUSE 27.0: LATENT DEFECTS LIABILITY PERIOD**

	<i>No change from Principal Building Agreement</i>
--	--

**CLAUSE 28.0: SECTIONAL COMPLETION**

	<i>No change from Principal Building Agreement</i>
--	--

**CLAUSE 29.0: REVISION OF DATE FOR PRACTICAL COMPLETION**

	<i>No change from Principal Building Agreement</i>
--	--

**CLAUSE 30.0: PENALTY FOR LATE OR NON-COMPLETION**

	<i>No change from Principal Building Agreement:</i>
--	---

## PAYMENT

### CLAUSE 31.0: INTERIM PAYMENT

Clause	Data
31.9	<p>Replace Sub-clause 31.9 with the following:</p> <p>The Employer shall pay the Contractor the amount certified within <b>30 (thirty) calendar days</b> from the date of receipt of the Contractor's original VAT Invoice in support of payment certificate at the Physical address of the Employer stated in the EC</p>

### CLAUSE 32.0: ADJUSTMENT TO THE CONTRACT VALUE

	<i>No change from Principal Building Agreement</i>
--	--

### CLAUSE 33.0: RECOVERY OF EXPENSE AND LOSS

	<i>No change from Principal Building Agreement</i>
--	--

### CLAUSE 34.0: FINAL ACCOUNT AND FINAL PAYMENT

	<i>No change from Principal Building Agreement</i>
--	--

### CLAUSE 35.0: PAYMENT TO OTHER PARTIES

	<i>No change from Principal Building Agreement</i>
--	--

## TERMINATION

### CLAUSE 36.0: TERMINATION BY EMPLOYER – CONTRACTOR'S DEFAULT

	<i>No change from Principal Building Agreement</i>
--	--

### CLAUSE 37.0: TERMINATION BY EMPLOYER – LOSS AND DAMAGE

	<i>No change from Principal Building Agreement</i>
--	--

### CLAUSE 38.0: TERMINATION BY CONTRACTOR – EMPLOYER'S DEFAULT

	<i>No change from Principal Building Agreement</i>
--	--

### CLAUSE 39.0: TERMINATION – CESSATION OF THE WORKS

	<i>No change from Principal building Agreement</i>
--	--

## DISPUTE

### CLAUSE 4.0: SETTLEMENT OF DISPUTES

	<i>No change from Principal Building Agreement</i>
--	--

**CONTRACT AGREEMENT**

**CLAUSE 41.0: POST TENDER PROVISIONS**

41.3	The dispute resolution body [40.2.2] selected by the <b>parties</b> is	N/A
41.4	The <b>employer</b> shall provide a <b>Payment Guarantee</b> (Amount)	N/A
41.5	An annual building industry holiday period is applicable (Yes / No)	N/A
41.6	Further provisions and information agreed by the parties. None	

**CLAUSE 42.0: CONTRACTUAL AGREEMENT**

42.1 This **Agreement** is the entire contract between the **parties** regarding the matters addressed herein. NO representations, terms, conditions or warranties not contained in this **agreement** shall be binding on the **parties**. No **agreement** or addendum varying, adding to, deleting or terminating this **agreement** including this clause shall be effective unless reduced to writing and signed by the **parties**.

42.2 **Contracting Parties** *(To be completed on signing of the Contract)*

(1) **Employer:** .....

Physical Address: .....

Tel No: ..... Fax No: .....

E-mail: .....

Tax/VAT No.: .....

(2) **Contractor:** .....

Physical Address: .....

Tel No: ..... Fax No: .....

E-mail: .....

Tax/VAT No.: .....

42.3 The accepted **contact sum** (inclusive of **tax**) (Amount) R.....

In words: .....

.....

43.4 Signature of the contracting **parties**:

**FOR THE EMPLOYER:**

THUS DONE AND SIGNED AT ..... ON THIS ..... DAY OF.....2014

.....  
Name of signatory for and on behalf of the **employer** who by signature hereof warrants authorization hereto

.....  
Capacity of signatory as Witness (1)

Details of Witness (1)

Name: .....

Address: .....

.....

**FOR THE CONTRACTOR:**

THUS DONE AND SIGNED AT ..... ON THIS ..... DAY OF.....2014

.....  
Name of signatory for and on behalf of the contractor who by signature hereof warrants authorization hereto

.....  
Capacity of signatory as Witness (2)

Details of Witness (2)

Name: .....

Address: .....

.....

**7.0 DECLARATION BY THE PRINCIPAL AGENT**

I, the principal agent named in 1.2 above, declare that the information provided above is complete and accurate at the time of calling for tenders. Where necessary, should any of the above information need to be varied, tenderers will be informed thereof in writing

Principal Agent: .....

Date: .....

## SECTION C1.2.3: CONTRACT DATA: CONTRACTOR TO EMPLOYER (CE)

### *Contractor Addendum Code 2101-CE*

#### **Introduction**

This addendum contains all variables referred to in the Principal Building Agreement that are the responsibility of the Contractor to provide the appropriate information that is necessary for the Contractor to complete his tender. The Addendum must be completed in full and included in the tender documents. The Addendums "Contract Data – EC", "Contract Data – CE", "Contract Data – ES" and "Contract Data – SE" form part of the contract between the parties.

#### **Definitions**

The definitions used in this document and the interpretation thereof are as listed in the Principal Building Agreement. The work or phrase of a definition is in **bold text** and shall bear the meaning assigned to it in the Principal Building Agreement. Where such word or phrase is not highlighted it shall bear the meaning consistent with the context of its use. The listed defined word or phrase does not qualify as a definition where information required to be stated in the **contract data** has not been provided.

#### **Provision of Contract Data**

Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be clearly struck out. Where insufficient space is provided the additional information should be annexed hereto and cross referenced to the applicable clause of the **contract data**.

#### **Reference Clauses**

Where relevant the Principal Building Agreement clause applicable to the required information is printed in italics under the Contract Data clause number i.e. [27.4.2]

#### **TABLE OF CONTENTS**

<b>Section No.</b>	<b>Description</b>
	CONTRACTING PARTY
1.0	SECURITIES
2.0	PAYMENT AND ADJUSTMENT OF
3.0	PRELIMINARIES
4.0	EMPLOYER CHANGES TO JBCC STANDARD
5.0	DOCUMENTS
	THE TENDER

## CONTRACT DATA – CONTRACTOR

### 1.0 CONTRACTING PARTY

1.1  
[1.2]

**Contractor:**

**Postal Address:**

**Code:**

**Physical Address:**

**Code:**

**E-mail:**

**Tel no.:**

**Fax no.:**

**VAT no.:**

### 2.0 SECURITIES

2.1 The security provisions selected are:

2.1.1  
[14.3]

Variable Construction Guarantee

(Yes / No)

2.1.2  
[14.4]

Fixed Construction Guarantee and Payment Reduction

(Yes / No)

2.1.3  
[14.5]

Advanced Payment is required. Where "Yes"

Amount

**N/A**

2.1.4  
[14.5]

An Advance Payment Guarantee to be provided

(Yes / No)

**No**

### 3.0 PAYMENT AND ADJUSTMENT OF PRELIMINARIES

#### 3.1 Payment of preliminaries

The payment of preliminaries shall be according to the option selected by the **contractor**. The amount included in each monthly **payment certificate** in respect of preliminaries as stated in the **contract data** shall be:

##### 3.1.1 Option A

Assessed by the **principal agent** as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the **contract sum** excluding:

- The amount for preliminaries
- Any contingency sum
- Any amount in respect of **CPAP**

All inclusive of **tax**

##### 3.1.2 Option B

Calculated from the priced items in the **bills of quantities / lump sum document**. The **contractor** and the **principal agent** shall agree on a division of the priced preliminaries items into:

- An initial or establishment charge
- A monthly charge
- A final or disestablishment charge

All inclusive of **tax**

In arriving at such a division cognizance shall be taken of such factors as:

- Premiums for annually renewable insurance policies
- Plant, scaffolding and the like remaining the property of the **contractor** or the hiring company and the capital costs thereof not treated as part of the initial charge

Where the initial **construction period** is extended the monthly charge shall be recalculated on the same basis as was originally applied but taking into account the revised **construction period** and the amounts already paid to the **contractor**.

Should the **contractor** and the **principal agent** be unable to agree such division then the **principal agent** shall make a division of the amount of preliminaries to be incorporated in the valuations of each monthly **payment certificate**.

### 3.2 Adjustment of preliminaries

The amount of items of preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time and/or value have on preliminaries. Such an adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Option A or B and shall preclude any further adjustment of preliminaries.

Adjustment of preliminaries in terms of Options A or B shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**. The adjustment of preliminaries shall be based on the options as selected in the **contractor's tender**.

For the adjustment of the preliminaries both the **contract sum** and the **contract value** shall exclude:

- The amount of preliminaries
- Any contingency sum
- Any amount in respect of **CPAP**

All inclusive of **tax**

#### 3.2.1 Option A

The amount of preliminaries shall be adjusted in the following categories:

- An amount which shall not be varied
- An amount which shall be varied in proportion to the **contract value** as compared with the **contract sum**
- An amount which shall be varied in proportion to the **construction period** as compared to the initial **construction period** excluding revisions to the **construction period** for which the **contractor** is not entitled to adjustment of the **contract value** in terms of the **agreement**

The **contractor** shall, within fifteen (15) working days of taking possession of the **site**, give the **principal agent** a breakdown, subdivided into the above categories, of the amount for preliminaries in tabulated form, all to the satisfaction of the **principal agent**.

Should the **contractor** fail to provide such information within the period stipulated then the amount for preliminaries shall be deemed to be subdivided into the following proportions:

- 10% (ten percent) which amount shall not be varied
- 15% (fifteen percent) which amount shall be varied in proportion to the **contract value** as compared with the **contract sum**
- 75% (seventy-five percent) which amount shall be varied in proportion to the **construction period** as compared with the initial **construction period**

For a lump sum document, should the contractor fail to identify the amount for preliminaries, then such an amount shall be deemed to be 7,5% (seven and a half percent) of the contract sum excluding:

- Any contingency sum
- Any amount in respect of **CPAP**

All inclusive of **tax**

Where sectional completion is required in terms of the agreement, the contractor shall provide the **principal agent** with the division of the above categorised amounts into sections. Should the **contractor** fail to provide such information within the period stipulated, the categorised amounts shall be prorated to the value of each section.

### 3.2.2 Option B

The **contractor** shall, within fifteen (15) **working days** of taking possession of the site, provide the **principal agent** with a detailed breakdown of the amount for preliminaries. This breakdown shall set out, among others, full particulars of administrative, supervisory and other personnel, plant, transport and other resources and charges included in the amount for preliminaries. The **contractor** shall show the periods to which the individual items related with the charge rate for such items by means of a **programme** all to the satisfaction of the **principal agent**.

Where sectional completion is required in terms of the **agreement**, the **contractor** shall provide the **principal agent** with details of the resources required for each section and those that are common to sections. Should the **contractor** fail to provide such information within the period stipulated, Option A shall apply.

### 3.2.3 Payment certificate cash flow

The **contractor** shall provide all reasonable assistance to the **principal agent** in the preparation of cash flow projections of claims for **payment certificates** where required by the **employer**. The projections shall be based on the **programme** and shall be updated as and when the **programme** requires updating. The cooperation of the **contractor** in terms of this item shall not prejudice his right to receive payment in terms of the **agreement**.

3.2.4	The <b>contract value</b> shall be adjusted according <b>CPAP</b> [3.1]	(Yes / No)	<b>No</b>
3.2.5	Payment of preliminaries [3.1.1-2]	(A or B)	
3.2.6	Adjustment of preliminaries [3.2.1-2]	(A or B)	

## 4.0 EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS

4.1	Changes (if any) in terms of the Employer's Contract Data are accepted [3.11]. Where "no" an addendum referenced to this clause is to be attached	(Yes / No)	<b>Yes</b>
-----	---	------------	------------

**5.0 THE TENDER**

- 5.1 This tender is to be submitted to the principal agent at the street address provided in the invitation to tender before the tender closing date and time stated herein.
- 5.2 By the submission of this tender to the **employer** the tenderer offers and agrees to contract for, execute and complete the **works** for the tender sum as stated below.
- 5.3 Tenders will be opened in public directly after the stated closing time. Only the total tender sum as stated in each tender will be announced.
- 5.4 The lowest or any tender will not necessarily be accepted.
- 5.5 This tender shall remain in full legal force for **ninety (90) calendar days**. The tenderer accepts liability for damages as may be suffered by the **employer** should the tender validity period not be honored.
- 5.6 This tender takes into account all listed items [4.0] for the purpose of preparing and submitting this tender.
- 5.7 The successful tenderer will be appointed in terms of the JBCC Principal Building Agreement.

**5.8 TENDER SUM COMPILATION**

**Amount**

5.8.1 Tenderer's work including <b>prime cost amounts</b>	R
5.8.2 <b>Employer allowances</b> stated by the <b>principal agent</b>	R
5.8.3 <b>SUB TOTAL</b>	R
5.8.4 <i>Add tax</i> on 5.8.3	R
5.8.5 <b>TOTAL TENDER SUM inclusive of tax</b>	R
5.8.6 Tender Sum in words	

Thus done and signed at ..... on .....

.....  
Name of Signatory

.....  
Capacity of Authorised Signatory

.....  
As witness

.....  
for and on behalf of the Tenderer who warrants authorisation hereto

## SECTION C1.3: CONSTRUCTION GUARANTEE (PRO-FORMA)

A letter of Intent from an approved Insurer undertaking to provide the Construction Guarantee to the format included in Part C1.3 of this document.

**NB:**

- It should be noted that Guarantors must be registered with the Financial Services Board (FSB).
- No alterations or amendments of the wording of the pro-forma Construction Guarantee included in **Part C1.3** will be accepted.
- Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

## CONSTRUCTION GUARANTEE (PRO-FORMA)

### GUARANTOR DETAILS AND DEFINITIONS

Guarantor means .....

Physical address .....

.....

Guarantor's registration number with the Financial Services Board (FSB) .....

Guarantor's signatory 1 ..... Capacity .....

Guarantor's signatory 1 ..... Capacity .....

Employer means .....

Contractor means .....

Agent means **N/A**

Works means .....

Site means .....

Agreement means **JBCC Series 2000 Principal Building Agreement (July 2007) Edition 5**

Contract Sum means the accepted amount inclusive of tax of R .....

Amount in words .....

Guaranteed Sum means the maximum aggregate amount of R .....

Amount in words .....

Construction Guarantee (Fixed or Variable) ..... (insert expiry date) Construction Guarantee will expire on the date of issue of Final Payment Certificate.

### AGREEMENT DETAILS

Sections: Total sections (No or N/A) .....

Last section (No / Identification or N/A) .....

Principal Agent issues: Interim payment certificates, Final payment certificate, Practical completion certificate/s and Final completion certificate/s. ....

.....

**1.0 VARIABLE CONSTRUCTION GUARANTEE**

1.1 Where a variable Construction Guarantee in terms of the Agreement has been selected, this 1.0 with 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:

**GUARANTOR'S LIABILITY**

1.1.1 Maximum Guaranteed Sum (not exceeding 10.0% of the contract sum) in the amount of:

.....

**Period of Liability**

From and including the date of issue of this Construction Guarantee and up to and including the date of the interim payment certificate certifying in excess of 50% of the contract sum:

Amount in words: .....

**GUARANTOR'S LIABILITY**

1.1.2 Reducing to the Guaranteed Sum (not exceeding 6.0% of the contract sum) in the amount of:

.....

**Period of Liability**

From and including the day after the date of the aforesaid interim payment certificate and up to and including the date of the only practical completion certificate or last practical completion certificate where there are sections:

Amount in words: .....

**GUARANTOR'S LIABILITY**

1.1.3 Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:

.....

**Period of Liability**

From and including the day after the date of the applicable practical completion certificate and up to and including the date of the only final completion certificate or last final completion certificate where there are sections:

Amount in words: .....

**GUARANTOR'S LIABILITY**

1.1.4 Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:

.....

**Period of Liability**

From and including the day after the date of the applicable final completion certificate and up to and including the date of the final payment certificate where payment is due to the Contractor, whereupon this Construction Guarantee shall expire. Where the final payment certificate reflects payment due to the Employer, this Construction Guarantee shall expire upon payment of the full amount certified:

Amount in words: .....

- 1.2 For avoidance of doubt the Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the period in question.

## 2.0 FIXED CONSTRUCTION GUARANTEE

- 2.1 Where a fixed Construction Guarantee in terms of the Agreement has been selected, this 2.0 with 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

### GUARANTOR'S LIABILITY

- 2.1.1 Maximum Guaranteed Sum (not exceeding 5.0% of the contract sum) in the amount of:

.....

### Period of Liability

From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

Amount in words: .....

## 3.0 THE GUARANTOR HEREBY ACKNOWLEDGES THAT:

- 3.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 3.2 Its obligation under this Guarantee is restricted to the payment of money.

## 4.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Construction Guarantee and demands payment of the sum certified from the Guarantor.
- 4.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0.

## 5.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Construction Guarantee stating that:

- 5.1 The Agreement has been cancelled due to the Contractor's default and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the notice of cancellation; or
- 5.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the court order
- 6.0 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0.
- 7.0 Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Construction Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Construction Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8.0 Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9.0 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Construction Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 10.0 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 11.0 This Construction Guarantee is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earliest, where after no claims will be considered by the Guarantor. The original of this Construction Guarantee shall be returned to the Guarantor after it has expired.
- 12.0 This Construction Guarantee, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 13.0 Where this Construction Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

SIGNED AT ..... DATE .....

GUARANTOR'S SIGNATORY 1

GUARANTOR'S SIGNATORY 2

.....  
WITNESS

.....  
WITNESS

DATE: .....

DATE: .....

GUARANTOR'S SEAL OR STAMP

**SECTION C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT  
BETWEEN EMPLOYER AND CONTRACTOR**

**AGREEMENT MADE AND ENTERED INTO BETWEEN  
ORBIT TVET COLLEGES  
(Hereinafter called the “EMPLOYER”)**

.....  
(Contractor / Mandatary / Company / CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT,  
ACT NO. 85 OF 1993 AS AMENDED**

I, ....., representing

....., as an Employer  
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be  
performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of  
the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

I furthermore confirm that I am / we are registered with the Compensation Commissioner and that all  
registration and assessment monies due to the Compensation Commissioner have been fully paid or that I /  
we are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

Or Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of  
OHSA and the Regulations and to charge him / them with the duty of ensuring that the provisions of OHSA  
and Regulations as well as the Council’s Special Conditions of Contract, Way Leave, Lock-Out and Work  
Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any Sub-contractors employed by me will enter into an Occupational Health  
and Safety Agreement separately, and that such Sub-contractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions  
and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at ..... this ..... day of ..... 20.....

.....  
WITNESS

.....  
MANDATARY

Signed at ..... this ..... day of ..... 20.....



.....  
WITNESS

.....  
FOR AND ON BEHALF OF THE EMPLOYER

---

## **OCCUPATIONAL HEALTH AND SAFETY CONDITIONS**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his Sub-Contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.

## PART C2: PRICING DATA

### SECTION C2.1: PRICING INSTRUCTIONS

#### 1. TENDER DOCUMENTS

This Tender Document is divided and bound into two parts, namely:

- VOLUME 1 The Tender (Returnable Schedules) *combined with*;
- VOLUME 1 The Contract (Bills of Quantities)

#### 2. BILLS OF QUANTITIES

No alterations, erasure, omission or addition is to be made in the text and conditions of these Bills of Quantities and should any such alterations, amendments, note or addition be made, the same will not be recognised, but the reading of these Bill of Quantities as prepared by the Quantity Surveyor will be adhered to.

The Contractor is warned that should he use any quantities appearing in these Bills of Quantities for the purpose of ordering material, he does so at his own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities.

#### 3. STANDARD SYSTEM OF MEASURING BUILDING WORK

These Bills of Quantities have been compiled in accordance with the 6th Edition of the Standard System of measuring Building Work, including the latest amendments. Tenderer's attention is specifically drawn to the "shall be deemed to include" clauses that have to be read in conjunction with the applicable items.

#### 4. PRIME COST AMOUNTS AND PROVISIONAL SUMS

All Prime Cost Amounts and Budgeting included in these Bills of Quantities are NET, i.e. no cash discount to the Contractor is included.

#### 5. TRADE NAMES

Tenderers are advised that their prices for articles described by trade names or catalogue references must be based upon the type and manufacture specified in these Bills of Quantities.

Where articles other than the manufacture specified are to be used, an adjustment of the prices will be made and Contract Instructions issued to cover these adjustments.

Substitution will be strictly subject to the Principal Agent approval.

#### 6. SABS SPECIFICATIONS

All references in these Bills of Quantities to Specifications of the Bureau of Standards shall be deemed to be reference to the latest issues of such Specifications, and any subsequent amendments thereto. All articles, materials or items described as to conform to the SABS Specifications must bear the SABS mark.

**7. TRADE PREAMBLES**

The document "Model Preambles 2008" are obtainable from the office of the Principal Agent and shall be read in conjunction with the Bill of Quantities and shall be referred to for full description of work to be done and materials to be used.

**8. CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP)**

The contract price is **NOT** to be adjusted using CPAP Indices.

**9. VALUE ADDED TAX**

The Tender price must include for Value Added Tax (VAT). All rates in these bills of quantities must, however, be net with VAT calculated and added to the total value thereof in the Final Summary.

**10. PRICED BILLS OF QUANTITIES**

Completed Bills of Quantities are to be included as part of Pricing Data and must be duly completed and returned with the Tender form. Please note that failure to complete and return the Priced Bills of Quantities shall invalidate the Tender.

**11. TRAINING OF LABOUR**

Not Applicable.

## **SECTION C2.2: PROVISIONAL BILLS OF QUANTITIES**

Please note that it is mandatory to submit the complete Priced Bills of Quantities with the Returnable Documents in the following acceptable formats:

Filled in, in clearly legible and **PERMANENT BLACK INK**.

<b>BILL No. 1: MV INSTALLATION</b>						
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE (R)</b>	<b>AMOUNT R</b>	
<b>1.0</b>	<b>MV ROOM</b>					
1.0.1	Supply and install a 1100kVA, 11kV,50Hz, 0.8pf Standby Open Set Diesel Generator, with a Perkins diesel engine and a Leroy Somer Alternator such as Prkins PBW1100 by Barloworld Power or similar approved	no.	1			
1.0.2	Supply and install 120mm <sup>2</sup> x 3 core PILC 11kV armoured, copper cables, Table 17	m	90			
1.0.3	Supply and install 70mm <sup>2</sup> bare copper earth wire (BCEW)	m	90			
1.0.4	Supply and install 120mm <sup>2</sup> x 3 core PILC 11kV armoured, copper cables Table 17, Jointing kits.	no.	6			
1.0.5	Supply and install 70mm <sup>2</sup> bare copper earth wire ( BCEW) terminations	no.	6			
1.0.6	Supply and install an indoor TAMCO 630A, 11kV VH1h Generator Incomer or similar approved	no.	1			
1.0.7	Supply and install an indoor TAMCO 630A, 11kV, VH1H Load Feeder or similar approved	no.	1			
1.0.8	Supply and install an indoor TAMCO 630A, 11kV VH1H Mains or similar approved	no.	1			
1.0.9	Supply and install MV substation labels, notices and schematic drawings	no.	1			
<b>CARRIED FORWARD</b>						

<b>BILL No. 1: MV INSTALLATION</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE R</b>	<b>AMOUNT R</b>
	<b>BROUGHT FORWARD</b>				
1.0.12	Supply and install wall mounted First Aid Kit - FAK02A	no.	1		
1.0.13	Provide switching suit	no.	1		
1.0.14	Supply and install a battery tripping unit (BTU), 30VDC 3A Charger 10A/h	no.	1		
1.0.15	Supply and install a Changeover Controller DeepSea Electronics DSE7420 or similar approved	no.	1		
<b>1.1</b>	<b>MV &amp; LV ROOM BUILDING</b>				
1.1.1	Supply material and construct a MV switchroom building with a roof (to match existing) complete with doors and louvres, lighting, plugs etc. <b>N.B.</b> Contractor to ensure that the proposed MV Switch room will be able to accommodate the generator and MV switch gear before building the switch room. Also building to match existing buildings.	m <sup>2</sup>	70		
<b>1.2</b>	<b>TESTING AND ISSUING OF COC</b>				
1.2.1	Testing and commissioning of generator and test certificates and commissioning result. Testing shall include FAT and onsite testing	sum	1		
1.2.1	Testing and commissioning and issuing a Medium Voltage CoC	sum	1		
	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				



<b>BILL No. 2: GENERAL INSTALLATION</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>		<b>RATE R</b>	<b>AMOUNT R</b>
<b>2.0</b>	<b>GENERAL</b>				
2.0.1	Supply and install a 23000 Litre above ground diesel tank complete with Oil resistant fuel piping to enable gravity feed to the generator, bund walls, diesel filters, necessary stairs case 900mm platform, filler, dip & vent, level indicator indicator sight glass.	sum	1		
2.0.2	Allow for the fire department and municipal approved for bulk diesel storage on campus	sum	1		
2.0.3	Allow for signage and other equipment to ensure compliance with fire department and municipal by laws.	sum	1		
2.0.4	Supply and Install full tank of diesel after commissioning	littres	23000		
<b>2.1</b>	<b>LV DISTRIBUTION CABLES</b>				
	Supply and installation of 600/1000V PVC/SWA/PVC/ copper cables installed in ground ducts, cable trays, and ceiling voids				
2.1.2	2.5mm <sup>2</sup> bare copper earth wire (BCEW)	m	64		
<b>2.2</b>	<b>CABLE TERMINATIONS</b>				
	Supply and installation of 600/1000V PVC/SWA/PVC copper cable terminations complete with lugs and earthings as required and specified				

2.2.1	2.5mm <sup>2</sup> x 4 core copper cable	no.	8		
	<b>CARRIED FORWARD</b>				
2.2.3	2.5mm <sup>2</sup> bare copper earth wire (BCEW)	m	64		
<b>2.4</b>	<b>MANHOLES AND CABLE SLEEVES</b>				
	Supply and install cable sleeves and manholes as indicated on drawings				
2.5.1	110mmØ Kabelflex HDPE sleeves.	m	20		
2.5.2	110mmØ Kabelflex HDPE sleeves slow bend	no.	4		
<b>2.6</b>	<b>TRENCHING AND BACK FILLING</b>				
	All prices below includes the excavation of trenches and holes, separating of stones and soil, rocks etc, levelling of trench beds, refill compacting and reparation of all surfaces to the original finish (800mm deep x 600mm wide)				
2.6.1	Excavating in Earth	m <sup>3</sup>	63		
	Supply and install cable sleeves and manholes as indicated on drawings				
2.5.1	110mmØ Kabelflex HDPE sleeves.	m	60		

2.5.2	110mmØ Kabelflex HDPE sleeves slow bend	no.	8		
<b>2.6</b>	<b>TRENCHING AND BACK FILLING</b>				
	All prices below includes the excavation of trenches and holes separating of stones and soil, rocks etc, levelling of trench beds, refill compacting and separation of all surfaces to the original finish (800mm deep x 600mm wide)				
2.6.1	Excavating in Earth	m3	63		
	<b>CARRIED FORWARD</b>				
<b>BILL No. 2: LV INSTALLATION</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b>BROUGHT FORWARD</b>				
2.6.2	Excavating in Soft Rock	m3	6		
2.6.3	Excavating in Hard Rock	m3	2		
<b>2.7</b>	<b>TESTING AND ISSUING OF COC</b>				
2.7.1	Testing and commisioning and issuing a Low Voltage CoC	sum	1		
	<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

**ELECTRICAL INSTALLATION BILL OF QUANTITIES**

**SECTION C2.3: FINAL SUMMARY**

Please note that it is mandatory to submit the complete Priced Bills of Quantities and Final Summary with the Returnable Documents in the following acceptable formats:

Filled in, in clearly legible and **PERMANENT BLACK INK**.

<b>SUMMARY</b>		
	<b>ORBIT TVET COLLEGE - MANKWE CAMPUS - NEW GENERATOR</b>	
	<b>ELECTRICAL INSTALLATION</b>	
1	Bill No. 1: MV Installation	
2	Bill No. 2: General Installation	
3	Ps&Gs	
4a	Professional Fees	
<b>4</b>	<b>Total (EX VAT)</b>	
5	VAT @ 15%	
<b>6</b>	<b>TOTAL TENDER PRICE (INC VAT)</b>	

## PART C3: SCOPE OF WORKS

### SECTION C3.1: DESCRIPTION OF WORKS

ORBIT TVET College (ORBIT) aims to develop and enhance their current facilities and educational tools through the construction of new educational facilities and upgrading of the existing facilities. The project entails the construction of a new workshop building at ORBIT TVET, Mankwe Campus.

#### SECTION C3.1.1: LOCATION OF THE WORKS

The project will be located at ORBIT TVET's Mankwe Campus in Mogwase, North-West Province.

GPS Coordinates: 25°17' 41.89 S  
27°11' 57.13 E

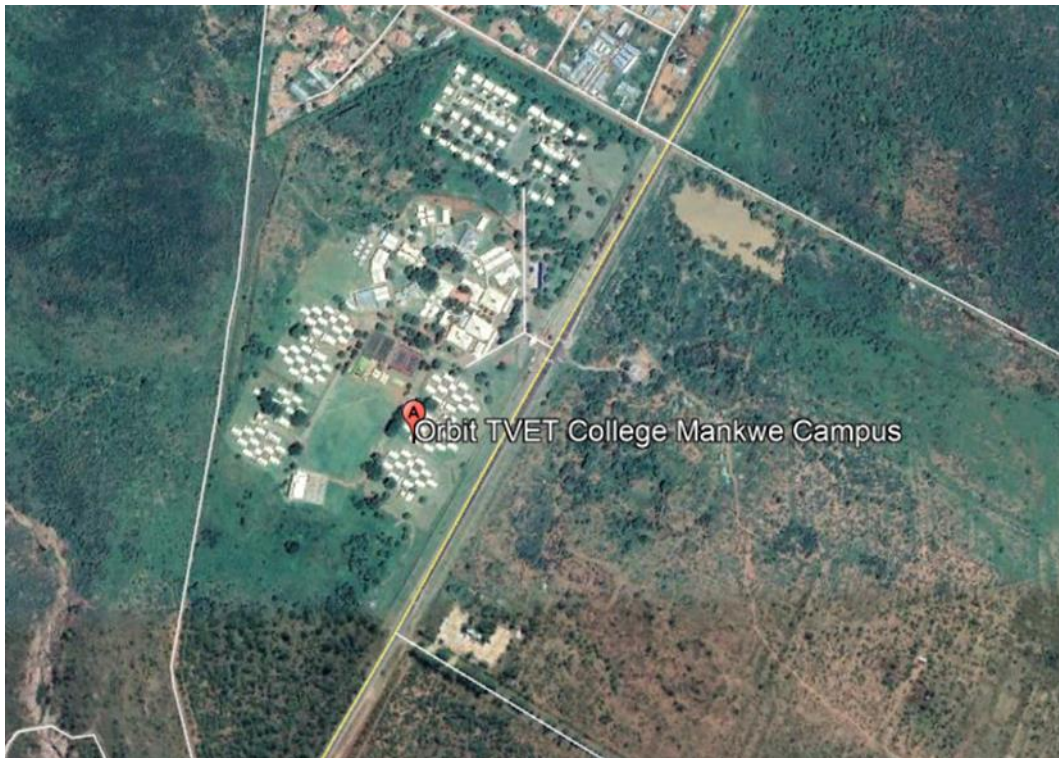


Figure 3-1: Mankwe Campus locality plan

## **SECTION C3.1.2: OVERVIEW AND EXTENT OF THE WORKS**

### **Section C3.1.2.1: OVERVIEW**

#### **Preambles:**

The installation must comply with SABS ISO 8528 parts 1 to 7 - Reciprocating internal combustion engine driven alternating current generating sets, or BS 7698 Parts 1 to 6.

#### **SCOPE**

The scope of works covers the workshop design, manufacture thereof, assembly to site, delivery to site, off-loading at site, rigging onto roof (constructed before), installation, testing, commissioning and handing over in first class working order of a complete standby diesel generating set and all ancillary equipment necessary to comply with the requirements of this specification.

Supplying of manuals, teaching of staff personnel on the use of the generator, arranging for maintenance per recommended cycle/s as scheduled/indicated on the user manuals.

The plant generally shall comprise a diesel engine coupled to an alternator mounted on a common base, a set of starting batteries, automatic charging unit, a control cubicle housing the generator air circuit breaker and all necessary switchgear, including the change-over equipment.

#### **PLANT ROOM – CONSTRUCTED ACCORDING TO SPECIFICATIONS**

The generating set is to be housed in a new plant room to be constructed as part of this contract. The contractor shall ensure that the proposed generator and MV switchgear fit in the plant room. (The plant room to be per indication on the BOQ and clarifies during the briefing).

## **Section C3.1.2.2: EXTENT OF CONSTRUCTION PLANT ROOM**

### **Construction of a new plant room**

The construction work for the plant room is to be the component part of the works, the room should be averaged at 10 x 7m wide with a height averaged at 3m high. The different elements forming part of the plant room are discussed in the following paragraphs:

- Removal and/or relocating trees and shrubs
- Excavations, backfilling, compactions, footing, etc.as would be outlined to the bidder that would have been awarded the contract.
- Buildings
- Installations
- Connection of services.

### **Removal and/or relocation of trees and shrubs**

The proposed site is clear of any trees or shrubs and poses no threat to the construction of the new plant room building. General site clearance will be applicable.

### **Excavations, backfilling, compactions footing, paving, etc.**

There are no paved surfaces on the vacant site. New paving is to tie-in to the existing paved surfaces in the vicinity of the new proposed plant room.

### **New Plant Room**

The new single-roomed plant room building's footprint amounts to about +/- 70 m<sup>2</sup> and will contain: (to be confirmed on site):

- Main Building Structure area - 70 m<sup>2</sup>
- Proposed Building Height - 3 m high
- Paved Area to connect to existing - 20 m<sup>2</sup>

### **Connection of services**

The following services will have to be installed/confirmed on site after identification of the site/location of the Generator:

- Roof water run-off into existing stormwater system
- Electrical cabling and connections to existing distribution boards and substations

## **PROJECT DURATION: 2 MONTHS**

## **SECTION C3.2: ENGINEERING**

### **SECTION C3.2.1: DESIGN RESPONSIBILITY**

The Employer shall be responsible for the design of the works.

The Contractor shall be responsible for the design and installation of the following (Shop drawings):

- Steel roof structure and structural steel structure.

The Contractor shall be responsible for the timeous preparation of all documentation required for acceptance by the Employer's Agents.

Before the commencement of any construction or installation activities the contractor shall be responsible for the submission to the Principal Agent of the "Declaration by a competent person appointed to design a component or element of the works" to accept full design responsibility all in terms of the National Building Regulations.

### **SECTION C3.2.2: DRAWINGS**

#### **Section C3.2.2.1: Drawings prepared by the Contractor**

The Contractor will be responsible to prepare all drawings required, but not limited to shop drawings and as-built drawings, for the works designed by the Contractor.

#### **Section C3.2.2.2: Drawings prepared by the Employer**

The following drawings prepared by the Employer are applicable to the contract and are issued as part of this document.

#### **Section C3.2.2.3: List of Drawings prepared by the Employer**

**Not Applicable**

## **SECTION C3.3: PROCUREMENT**

### **SECTION C3.3.1: PREFERENTIAL PROCUREMENT PROCEDURES**

Refer to the Tender Data.

### **SECTION C3.3.2: PARTICIPATION OF TARGETED LABOUR**

#### **Minimum Targeted Labour Contract Participation Goal**

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at the alleviation of poverty through the creation of employment opportunities, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this contract, therefore, that the work be executed in such a manner so as to maximise the use of labour intensive construction methods in order to provide low and semi-skilled employment opportunities.

To this end, a minimum targeted of 10% of the total contract value for procurement of material, local labour and contractor investment is required, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties will be applied.

The CPG<sub>L</sub> is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Principal Agent to do so, submit details of his/her plan to achieve the CPG<sub>L</sub>.

## A. DEFINITIONS

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

“**Target area**” means the geographical area shown on plan in Part C4: Site Information

“**Targeted labour contract participation goal (CPG<sub>L</sub>)**” means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

“**Targeted labour**” means low and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.

“**Threshold value**” is R200.00 per day. The threshold value is not to be confused with any industry sector minimum wage determined in accordance with the Basic Conditions of Employment Act, No. 75 of 1977.

“**Value of the contract**” means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

## THE SELECTION AND RECRUITMENT OF TARGETED LABOUR

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified using the relevant Sub-Council Job-Seekers Database. The Contractor shall request, via a Community Liaison Officer (if required in terms of the contract), a list of suitable candidates from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Principal Agent.

### B.1 Labour and Remuneration

As far as practically possible, the contractor shall employ all labour from the adjoining communities and provide the labour with practical on the job training.

It is noted that this contract is the first of a number in the area over the next few years, and that it provides the opportunity for skilled training on continuing use thereafter.

The contractor is to ensure that the minimum gazetted wage rates payable to labourers in the Civil Engineering Industry applicable to the area under construction are adhered to for labour employed directly by the contractor or by his subcontractors.

## B.2 Local subcontracting

All tenderers submitting a bid are requested to agree rates and scope of works with subcontractors registered with the CIDB in a Civil Engineering Category and based within the uMzikhulu Local Municipality area. This agreement must be signed by both parties and in the presence of a Commissioner of Oaths.

Should the successful tenderer not comply with this condition, the employer is entitled to recover the full costs for the complete retendering process.

## B. CONTRACT PARTICIPATION GOAL CREDITS

Credits towards the achieving the minimum CPG<sub>L</sub> shall be granted by converting the total monetary value of wages paid to targeted labour to a percentage of the value of the contract. No credits shall be accorded should the contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Project Labour Report which is required to be furnished by the Contractor.

In addition to the forms required for contract administration (the Project Labour Report and Targeted Labour Contract Participation Expenditure Report, in particular), the Contractor shall furnish the Principal Agent with copies of the employment contracts entered into with targeted labour, as well as evidence of payments to the such labour in the form of copies of payslips or payroll runs.

## C. TRAINING OF TARGETED LABOUR

The Contractor is required to provide all informal (on-the-job) skills training so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

## D. PENALTIES

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_L^S - \text{CPG}_L^A) \times P^*$$

Where

CPG<sub>L</sub><sup>S</sup> = the specified minimum targeted labour contract participation goal (expressed as a percentage).

CPG<sub>L</sub><sup>A</sup> = the targeted labour contract participation goal achieved (expressed as a percentage).

P\* = the value of the contract.

To be calculated as above, however should there be any disputes regarding this, an example below would take precedence on determining the penalty calculations.

D.1 Penalty per day rounded off as follows”

R 0 - R 500	Nearest R 5
R 501 - R 1 000	Nearest R 10
R 1 0001 - R 5 000	Nearest R 50
R 5 0001 - and above	Nearest R 100

## EXAMPLE

Estimated contract value	=	R 2 500 000 (excluding VAT)
Contract period	=	12 months
	=	R 2 500 000 X $\frac{0.275}{100}$
	=	R 687.50/day
Therefore, rounded off to the nearest R 10.00	=	R 690.00/day

**NB: PENALTIES ON CONTRACTS IN PHASES**

Penalties must be calculated proportionally on the estimated contract value of each phase.

**SECTION C3.3.3: COMMUNITY LIAISON OFFICER**

It is a requirement of this Contract that a Community Liaison Officer (CLO) shall be appointed by the Contractor. The Community Liaison Officer (CLO) will be appointed by the Contractor through the interview processes carried by uMzimkhulu Local Municipality as per the EPWP Policy and LIC Recruitment Policy. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities.

The identification of suitable candidates (maximum 5; minimum 3) for the CLO position shall be resolved by the relevant Ward Councillor/s. Should suitable candidates not be identified within two weeks of the date of request, the Contractor shall be allowed to seek candidates from the relevant Sub-Council Job-Seekers Database. The final selection and appointment of the CLO in terms of the contract shall be the responsibility of the Contractor.

The period of appointment of the CLO shall be as stated in the Contract for Temporary Employment as a Community Liaison Officer referred to below. The date of commencement of temporary employment of the CLO shall be as agreed with the Principal Agent.

It is required, therefore, that the Contractor enters into a contract of temporary employment with the selected CLO, the contracting parties being the Contractor and the CLO. To this end, a specimen Form of Contract of Temporary Employment as Community Liaison Officer is included in this document (Part C1.5: Agreement and Contract Data). This Form of Contract sets out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO (including the rate of remuneration to be paid). As said contract will be between the Contractor and the CLO, all costs involved shall be borne by the Contractor and the tender shall be deemed to include for this.

## SECTION C3.3.4: PARTICIPATION OF TARGETED ENTERPRISES

### Minimum Targeted Enterprises Contract Participation Goal

It is a requirement of this contract that enterprises located within the target area, as defined, be engaged by the Contractor for the provision of supplies, services or works necessary for the performance of this contract.

The Contractor shall engage targeted enterprises directly or indirectly in the performance of the contract.

#### A. DEFINITIONS

For the purposes of the requirements in respect of the participation of targeted enterprises, the following definitions shall apply:

“**Target area**” means the geographical area shown on plan in Part C4: Site Information

“**Targeted enterprises contract participation goal (CPG<sub>E</sub>)**” means the value of supplies, services or works (exclusive of VAT), for which the Contractor contracts targeted enterprises, either directly or indirectly, in the performance of the contract, expressed as a percentage of the value of the contract.

“**Targeted enterprises**” means any sole trader, partnership or legal entity that acts as a supplier, manufacturer, service provider or sub-contractor, and which has its base of operations in the target area.

“**Value of the contract**” means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

#### B. ACHIEVING THE CONTRACT PARTICIPATION GOAL

The contractor may achieve the specified minimum CPG<sub>E</sub> as follows:

- a) by engaging one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- b) by engaging non-targeted enterprises, who in turn engage one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- c) by a combination of the above.

The Contractor shall, within 5 working days of being requested by the Principal Agent to do so, submit details of his/her plan to achieve the minimum CPG<sub>E</sub>.

#### C. CONTRACT PARTICIPATION GOAL CREDITS

Credits towards achieving the minimum CPG<sub>E</sub> shall be granted by converting the total monetary value (exclusive of VAT) of the agreements between the Contractor, or Contractor's sub-contractors, and targeted enterprises, to a percentage of the value of the contract.

No credits shall be accorded should the Contractor (or sub-contractors):

- a) make direct payment to third parties in connection with the contract on behalf of targeted enterprises, when such payment is recovered by making deductions from payments due to the targeted enterprise;
- b) fail to enter into written contractual agreements with the relevant targeted enterprises.

Credits claimed towards the contract participation goal shall be denied where such written contractual agreements contain any of the following:

- i) conditions which are more onerous than those that exist in the prime contract (this contract);
- ii) payment procedures based on a pay when paid system;
- iii) authoritarian rights given to the employing contractor, with no recourse to independent adjudication in the event of a dispute arising.

No credits may be claimed in respect of targeted enterprises that do not adhere to statutory labour practices.

No credits shall be accorded in respect of targeted enterprises engaged on work in respect of provisional sums or prime cost items.

In the event that a targeted enterprise sub-contracts to another targeted enterprise, only the value of the higher level sub-contract shall be granted as credit towards achieving the specified minimum  $CPG_E$ .

In addition to the form required for contract administration (the Targeted Enterprises Contract Participation Expenditure Report), the Contractor shall furnish the Principal Agent, upon written request, with documentary evidence that the targeted enterprises have their base of operations in the target area, copies of the contractual agreements with the various targeted enterprises, as well as documentary proof of payments made to the various targeted enterprises.

#### **D. PENALTIES**

The financial penalty to be applied for failing to meet the specified minimum targeted enterprises contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (CPG_E^S - CPG_E^A) \times P^*$$

Where  $CPG_E^S$  = the specified minimum targeted enterprises contract participation goal (expressed as a percentage).

$CPG_E^A$  = the targeted enterprises contract participation goal achieved (expressed as a percentage).

$P^*$  = the value of the contract

### **SECTION C3.4: CONSTRUCTION**

#### **SECTION C3.4.1: WAY LEAVES, PERMISSIONS AND PERMITS**

The Contractor shall be responsible for obtaining all of the necessary way leaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any way leaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such way leaves, permissions or permits.

The Contractor shall ensure that all way leaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any way leaves in respect of electricity services are renewed timeously.

#### **SECTION C3.4.2: CONSTRUCTION STANDARDS**

The “Model Preambles for Trades (2008 Edition)” recommended and published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the Bills of Quantities, with amendments as follows: References to “Architect” in the Model Preambles are to be read as “Principal Agent” shall apply to this contract.

This publication is available from The Association of South African Quantity Surveyors, P.O. Box 3527, Halfway House, 1685 - telephone (011) 315-4140, before a Tender is submitted.

The SANS 1200 Standardised Specification for Civil Engineering Construction prepared by Standards South Africa and specific amendments and additions to the SANS 1200 Standardized Specifications shall apply to this contract. **REFER TO** Error! Reference source not found..

The SANS 1200 Standardised Specification publications are available from Standard south Africa, Private Bag X 191, Pretoria, 0001.

## **SECTION C3.5: MANAGEMENT**

### **SECTION C3.5.1: PLANNING AND PROGRAMMING**

#### **Section C3.5.1.1: General**

Contractor is required to submit a meaningful programme.

This clause describes the requirements for the preparation, submission, updating and revision of the programme for the works. The requirements are in addition to or in expansion of the JBCC PBA clause [15.6]. The programme shall be used by the contractor to plan and execute the works. The programme shall also be used by the Principal Agent to monitor progress and be the sole basis for the assessment of revisions of the date for Practical Completion.

The programme shall be produced by the contractor as follows:

- a) A programme for the totality of the works shall be submitted to the principal agent for acceptance. If the principal does not accept such programme, it shall be revised and amended until it is accepted by the principal agent. This programme will then be regarded as the baseline programme.
- b) This baseline programme shall be updated with actual progress on a monthly basis, or any more frequent basis as necessitated by construction events. The contractor may submit to the principal for acceptance revisions to the baseline programme.
- c) Acceptance by the Principal Agent of any programme submitted by the contractor does not make such programme a contract document, nor does it mandate that the works shall be constructed strictly in accordance therewith. The contractor at all times remains responsible for the construction of the works.

#### **Section C3.5.1.2: Submission of Programme**

Within 10 (Ten) working days of been given possession of the site the Contractor shall submit to the Principal Agent for his review and acceptance a programme for the whole of the works showing the order in which the contractor proposes to execute the works. This programme becomes the baseline programme upon acceptance by the Principal Agent. The baseline programme shall have regard to the contract completion dates, any other milestones and any restraints set out in the contract. Thereafter, if the actual progress does not conform with the baseline programme, the Principal Agent is entitle to require the Contractor to submit a revised programme showing the order of activities necessary to ensure completion of the works by the contract completion dates.

The Contractor shall supply the Principal Agent with an electronic copy of each programme, together with a print-out bar chart or tabular report in a pre-agreed format. All programmes shall be prepared and submitted using Microsoft Project software.

Within 10 (Ten) working days of the contractor submitting a programme complete with all the information required by this clause to the principal agent for acceptance, the principal agent will accept the programme or state reasons for not accepting the programme. If such reasons are given, the contractor shall take account of the reasons and resubmit the programme within 5 (five) working days.

If the Principal Agent fails to act the programme is deemed to be rejected.

#### **Section C3.5.1.3: Default in Submission of Programs**

Should the contractor fail to submit a programme for acceptance as the baseline programme or not update the programme as described above, the principal agent shall be entitled to withhold 25% of the amount due to the contractor in interim payment certificates until the contractor has complied with its obligations in this regard.

## **SECTION C3.5.2: HEALTH AND SAFETY**

### **Section C3.5.2.1: Health and Safety Specification**

In terms of the Occupational Health and Safety Act (Act 85 of 1993) (OHSA) and the Construction Regulation 2014, the Client must provide the Contractor with a Health and Safety Specification to which the Contractor must respond with a Health and Safety Plan for approval by the Client.

The purpose of this Specification is to ensure that Principal Contractors entering into a contract with the Employer maintain an acceptable level of performance with regard to health and safety issues during the performance of the contract. In this regard the OHSA Specification form an integral part of the Contract and the Principal Contractor shall ensure that their contractors and/or suppliers comply with the requirements of this Specification.

**REFER TO ANNEXURE B: HEALTH AND SAFETY SPECIFICATIO.**

## **PART C4: SITE INFORMATION**

The project will be located at ORBIT TVET's Mankwe Campus in Mogwase, North-West Province.

GPS Coordinates: 25°17' 41.89 S  
27°11' 57.13 E

# **ANNEXURES**

# ANNEXURE A: CIDB STANDARD CONDITIONS OF TENDER

*January 2009 edition as published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 12 of 2009 in Government Gazette No 31823 of 30 January 2009.*

## **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 of tender, the following definitions apply:

- a) **Conflict of interest** means any situation in which:
  - i) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfil 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) **Organisation** 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's agent only, and in a form that can be readily read, copied and recorded. Communication 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**

#### **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, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

### **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.

#### **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.

#### **F.2.9 Insurance**

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

#### **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**

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.

#### **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. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
- 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 legibly in non-erasable 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 authorised 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** **Closing time**
- 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), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose 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 the tender documents are available until three working 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, preferences claimed and time for completion for the main tender offer only.

**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**

**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) Detrimentially 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**

#### **F.3.11.1 General**

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

#### **F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) 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.

#### **F.3.11.3 Method 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) 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.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$TEV = NFO + NP$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

*NP* is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- 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.
- 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.

#### **F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) 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.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$TEV = NFO + NQ$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

*NQ* is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend 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.
- 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.

#### **F.3.11.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- 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.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$TEV = NFO + NP + NQ$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

*Np* is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8;

*NQ* is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- 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.
- 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 subclause is repeated.

**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:

$$NFO = W1 \times A$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer.  
*W1* is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.  
*A* is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

FORMULA	COMPARISON AIMED AT ACHIEVING	OPTION 1 <sup>A</sup>	OPTION 2 <sup>A</sup>
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P/P_m$
2	Lowest price or percentage commission/ fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m/P$
<sup>a</sup>	<i>P<sub>m</sub></i> is the comparative offer of the most favourable comparative offer. <i>P</i> 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 sub criteria 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:

$$NQ = W2 \times SO / MS$$

where: *SO* is the score for quality allocated to the submission under consideration;  
*Ms* is the maximum possible score for quality in respect of a submission; and  
*W2* 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 unsuccessful 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.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**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.

# ANNEXURE B: HEALTH AND SAFETY SPECIFICATION

