TENDERING PROCEDURES

T1.2 TENDER DATA


The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Where applicable, items of data given here below are cross-referenced to the sub clause in the standard conditions of tender to which it applies.

<table>
<thead>
<tr>
<th>Sub-clause</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1.1</td>
<td>The employer is City of Mbombela</td>
</tr>
<tr>
<td>F.1.2</td>
<td>The Project Document issued by the employer consists of the following:</td>
</tr>
<tr>
<td></td>
<td>THE BID</td>
</tr>
<tr>
<td></td>
<td>Tendering procedures:</td>
</tr>
<tr>
<td></td>
<td>T1.1 Tender notice and invitation to tender</td>
</tr>
<tr>
<td></td>
<td>T1.2 Tender Data</td>
</tr>
<tr>
<td></td>
<td>Part T2: Returnable documents</td>
</tr>
<tr>
<td></td>
<td>T2.1 Forms Certificates and Schedules required for Evaluation</td>
</tr>
<tr>
<td></td>
<td>T2.2 Other Forms, certificates and Schedules that will be incorporated into the contract</td>
</tr>
<tr>
<td></td>
<td>T2.3 Returnable Schedules that will be incorporated into the Contract</td>
</tr>
<tr>
<td></td>
<td>T2.4 Other Schedules and Documents that will be Incorporated into the Contract</td>
</tr>
<tr>
<td></td>
<td>THE CONTRACT</td>
</tr>
<tr>
<td></td>
<td>Part C1: Agreements and Contract Data</td>
</tr>
<tr>
<td></td>
<td>C1.1 Safety Agreement</td>
</tr>
<tr>
<td></td>
<td>C1.2 Guarantee</td>
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<tr>
<td></td>
<td>C1.3 Agreement with Adjudicator</td>
</tr>
<tr>
<td></td>
<td>C1.4 Contract Data</td>
</tr>
<tr>
<td></td>
<td>Part C2: Pricing Instruction and Summary of Bill of Quantities</td>
</tr>
<tr>
<td></td>
<td>C2.1 Pricing instructions</td>
</tr>
<tr>
<td></td>
<td>C2.2 Summary of Bills of Quantities</td>
</tr>
<tr>
<td></td>
<td>Part C3: Scope of Work</td>
</tr>
<tr>
<td></td>
<td>C3.1 Description of Works</td>
</tr>
<tr>
<td></td>
<td>C3.2 Engineering</td>
</tr>
<tr>
<td></td>
<td>C3.3 Construction</td>
</tr>
<tr>
<td></td>
<td>C3.4 Management</td>
</tr>
</tbody>
</table>
**PART T1**

**TENDERING PROCEDURES**

<table>
<thead>
<tr>
<th>Part C4: Site Information</th>
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</thead>
<tbody>
<tr>
<td>C4.1 Site Information</td>
</tr>
<tr>
<td>C4.2 Locality Plan</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part C5: Annexures</th>
</tr>
</thead>
<tbody>
<tr>
<td>C5.1 Proforma Documents</td>
</tr>
<tr>
<td>C5.2 Guidelines for the implementation of labour intensive infrastructure projects under the expanded public works programme</td>
</tr>
<tr>
<td>C5.3 Contract Drawings</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F.1.4 The employer’s agent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: SML Projects</td>
</tr>
<tr>
<td>Physical Address: 14 Nel Street Bateleur Building, 1200</td>
</tr>
<tr>
<td>Postal Address: 14 Nel Street Bateleur Building, 1200</td>
</tr>
<tr>
<td>Tel 013 753 3191</td>
</tr>
<tr>
<td>Fax 013 753 3157</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:smladmin@smlprojects.co.za">smladmin@smlprojects.co.za</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F.2.1 Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F.2.7 Site Visit and Clarification Meetings</th>
</tr>
</thead>
<tbody>
<tr>
<td>The arrangements for a compulsory clarification meeting are:</td>
</tr>
<tr>
<td>Date: 5 July 2017</td>
</tr>
<tr>
<td>Time: 10H00</td>
</tr>
<tr>
<td>Location: Sandford, at the intersection of R40 road and the proposed road next Marite river at the following site location GPS Coordinates S24° 59’ 07”, E31° 06’ 36”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F.2.9 Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>No insurance cover will be provided by the Employer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F.2.12 Alternative Tender Offer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenders</td>
</tr>
<tr>
<td>An alternative offer or design will be considered only if the tender for the original items has been fully priced and completed. The alternative tender offer is to be submitted in the same envelope as the main tender offer, together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes. No alternative tender will be considered unless a tender free from qualifications is also submitted.</td>
</tr>
</tbody>
</table>
Unless the alternative offer stipulates to the contrary, it shall be assumed that the period for completion of the Works shall be the same as for the original design.

Designs, calculations, drawings and a modified schedule of quantities (as determined hereafter) in respect of each alternative offer or design shall accompany the alternative tender offer and shall be endorsed fully by a third party registered engineer, accomplished in such specific field of practice.

Preliminary calculations

Preliminary calculations for an alternative design shall be submitted with the tender. Such calculations shall give adequate details so as to enable an assessment to be made of the general efficacy of the design and of its principal elements, also of the degree to which the design prescriptions and codes of the Employer are being complied with. The calculations shall be clear and in a logical sequence and shall clearly reflect all the design assumptions.

Preliminary drawings

Preliminary drawings of the alternative designs shall also be submitted with the tender. These drawings shall comprise adequate layout plans, elevations and sections and shall clearly illustrate the general efficacy of the design and its principal elements.

Quantities

Each alternative offer shall be accompanied by a modified priced schedule of quantities compiled in accordance with the specifications, in so far as it is applicable, which clearly shows the manner in which the price for the alternative offer has been determined and the items in the original schedule of quantities which fall away or are being changed. In addition to the schedule of quantities, a set of calculations shall be supplied to show how the quantities have been determined. All assumptions in regard to factors which will determine quantities shall be clearly and conspicuously marked by underlining or colouring, and shall indicate whether or not the assumptions have been based on information furnished in the Contract Data (with the necessary references).

Further details

Should the Employer’s Agent find that the calculations and drawings submitted for alternative designs are not complete enough for proper adjudication of the alternative designs, the Employer reserves to itself the right to call on the Tenderer to submit such further calculations and drawings as may be required. If such further details are not submitted within ten days of having been requested, the alternative designs will not be given further consideration.

Preliminary adjudication of alternative designs

The Employer’s Agent will undertake a preliminary scrutiny of any alternative designs for compliance with the specified requirements of the Employer. Should he find any mistakes or unsatisfactory aspects, he may afford the Bidder the opportunity to rectify them within a
period to be determined by the Employer’s Agent. However, it is emphasized that the preliminary scrutiny of the design and tender by the Employer’s Agent, by its very nature, cannot be comprehensive, and no guarantee can be given in this regard that all the mistakes made by the Bidder will in fact be detected. Any correction of such mistakes shall be made with the tender price of the bidder being retained, and, wherever necessary, the priced schedule of quantities for the alternative design shall be adjusted accordingly.

Acceptance of alternative design

The Bidder shall note that the acceptance of a tender which includes alternative designs shall mean that the alternative designs have been approved in principle only. If the final calculations, drawings and details do not comply with the specified requirements, such alternative designs may be rejected, unless they are suitably amended by the Bidder so as to be acceptable to the Employer.

Final drawings and calculations and the priced schedule of quantities

Where a tender with an alternative design has been accepted, the Contractor shall, not less than two months before he intends starting with the construction of such design, submit to the Employer’s Agent a complete set of working drawings, detailed calculations and a complete schedule of quantities, for approval. The schedule of quantities shall be based on the preliminary schedule of quantities, but with the necessary adjustments in quantities and prices and with the tendered price for the alternative design being retained.

Within three weeks of having received the above, the Employer’s Agent will indicate which drawings, calculations, quantities, prices and other particulars are acceptable to him and which not, with reasons furnished. The Contractor shall then submit to the Employer’s Agent in good time any modified drawings and other particulars for approval, for which he will require two weeks. Any delay arising from the fact that the amended particulars do not meet the requirements shall be the responsibility of the Contractor.

No work which will be affected by an alternative design may be commenced, unless the drawings, schedule of quantities and prices for such alternative design have been approved. Should the Contractor fail to modify any drawings, calculations, quantities, prices or any other particulars to the satisfaction of the Employer’s Agent, the alternative design will be rejected and the original design shall be constructed for the same amount as has been tendered for the alternative design.

Responsibility for alternative design

The approval of a design by the Employer’s Agent shall not in any way relieve the Bidder of his responsibility to produce a design which conforms in all respects to all the specified requirements and which will be suitable for the purpose envisaged.

Should it appear later during construction or during the maintenance period that the design does not conform to the specified requirements, the Contractor only, shall be liable for any
damage arising there from and he shall, at his own expense, do all the necessary work to ensure that the Works conforms to all the specified requirements.

**Indemnity**

Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employer, its agents and assigns, against all claims howsoever arising out of the said design whether in contract or delict.

<table>
<thead>
<tr>
<th>F2.13.1</th>
<th>Whole of Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenderers shall offer to provide for the whole of the Works identified.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F.2.13.5</th>
<th>The employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Location of tender box:</strong> Mbombela Civic Centre, Ground Floor</td>
<td></td>
</tr>
</tbody>
</table>

| F.2.13. & F.3.5 | A two-envelope procedure will not be followed. |

<table>
<thead>
<tr>
<th>F.2.15</th>
<th><strong>Closing time for submission of tender offers is:</strong> 11h00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.</strong></td>
<td></td>
</tr>
</tbody>
</table>

| F.2.16 | The tender offer validity period is **90 days.** |

| F.2.17 | The tendered lump sums and rates shall be final and binding irrespective of the total tender price. |

<table>
<thead>
<tr>
<th>F.2.23</th>
<th><strong>Certificates</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>The following certificates are to be provided with this tender:</td>
<td></td>
</tr>
<tr>
<td>• Record of Addenda to Tender Documents</td>
<td></td>
</tr>
<tr>
<td>• Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)</td>
<td></td>
</tr>
<tr>
<td>• Registration Certificates of Entities – Joint Ventures/ Close corporations/ partnership/ Company/ Sole Proprietor</td>
<td></td>
</tr>
<tr>
<td>• Compulsory Enterprise Questionnaire</td>
<td></td>
</tr>
<tr>
<td>• Schedule of Tenderer’s Experience (<strong>Certified copies</strong> of Appointment letters &amp; completion certificates of similar projects)</td>
<td></td>
</tr>
<tr>
<td>• Schedule of Key Personnel</td>
<td></td>
</tr>
<tr>
<td>• Format of Curriculum Vitae (CV) and <strong>certified copies</strong> of qualifications</td>
<td></td>
</tr>
<tr>
<td>• Proposed Amendments, Qualifications and Alternatives</td>
<td></td>
</tr>
<tr>
<td>• Schedule of Sub-Contractors</td>
<td></td>
</tr>
</tbody>
</table>
### Schedule of plant and equipment

- Copy of Workmen’s Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
- An Original Tax Clearance Certificate issued by the South African Revenue Services
- BBBEE Certificate *(certified)*
- Contractor’s health and safety declaration
- Form of offer

A minimum grading of **7 CE or higher** is required.

**Important Note:**

Failure to provide the required particulars as per the above-listed certificates implies a non-responsive tender and may warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data.

### F.3.4 Opening of tender submissions

The time and location for opening of the tender offers are:

**Time:** …11h00

**Location:** Mbombela Civic Centre

### F.3.9.1 Arithmetical errors

Check responsive tender offers for arithmetical errors, correcting them in the following manner:

a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### F3.13.1 Tender offers will only be accepted on condition that:
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>a)</td>
<td>The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</td>
</tr>
<tr>
<td>b)</td>
<td>The tenderer or any of its directors is not listed in 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; and</td>
</tr>
<tr>
<td>c)</td>
<td>The tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.</td>
</tr>
</tbody>
</table>

F.3.18 Parts of each Bid offer communicated on paper shall be submitted as original, plus 2 copies.

Each item of data given below is cross-referenced to the sub-clause in the Standard Conditions of Tender to which it mainly applies.
The following evaluation process and criteria will be used to evaluate all bids submitted:

**Standard Conditions of Bid**

**F.1 General**

**F.1.1 Actions**

The employer and each Bidder submitting a Bid offer shall comply with these conditions of Bid. 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.

**F.1.2 Bid Documents**

The documents issued by the employer for the purpose of a Bid offer are listed in the Bid data. This document in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data and Scope of Work. Tenderers are reminded that irrespective of any other provision or requirement contained in this tender, the only mandatory required documents to be submitted with this tender are listed in Part T2 of the Returnable Documents.

**F.1.3 Interpretation**

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

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

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) **Comparative offer** means the Bidder’s financial offer after the factors of non-firm prices, all unconditional discounts and any other Bided parameters that will affect the value of the financial offer have been taken into consideration

b) **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 Bid process; and

c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the Bid process or the award of a contract arising from a Bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

d) **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.1.3.4 The Tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English."

F.1.4 Communication and employer’s agent

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

F.1.5 The employer’s right to accept or reject any Bid offer

F.1.5.1 The employer may 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.

F.1.6 Evaluation and award of the tender.

F1.6.1 The City of Mbombela reserves the right to accept the whole or any portion of a tender.

F.2 Bidder’s obligations

F.2.1 Eligibility

Submit a Bid offer only if the Bidder complies with the criteria stated in the Bid data and the Bidder, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of Bidding

Accept that the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid offer, including attending interviews in the office of the employer or employer’s agent and the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the Bid 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 Bid. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a Bid offer in response to the invitation.

F.2.5 Reference documents
PART T1
TENDERING PROCEDURES

CONTRACT No: 79/2017
PROJECT NAME: SANDFORD ROAD

Obtain, as necessary for submitting a Bid 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 Bid documents by reference.

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

Attend compulsory clarification meeting at which Bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Bid data. Where applicable, details of the compulsory clarification meeting with a representative of the Employer are stated in the Tender Notice and Invitation to Tender. Confirmation of attendance will be recorded in the attendance register to be signed by all tenderers. Tender documents will not be made available at the clarification meeting.

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the Bid offer

F.2.10.1 Include in the rates, prices, and the bided total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Bid data.

F2.10.2 Show VAT payable by the employer separately as an addition to the Bided 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 Bid data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
PART T1
TENDERING PROCEDURES

CONTRACT No: 79/2017
PROJECT NAME: SANDFORD ROAD

F.2.10.5 “If no offer is made for an item, a line must be drawn through the space in pen. All prices and details must be legible/readable to ensure the tender will be considered for adjudication.”

F.2.11 Alterations to documents

Not make any alterations or additions to the Bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Bidder. All signatories to the Bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

“In the event of a mistake having been made on the price schedule, it shall be crossed out in ink and be accompanied by an initial at each and every price alteration.”

If correction fluid has been used on any specific item price, such item will not be considered. Corrections in terms of price may not be made by means of correction fluid such as Tippex or similar product. No correction fluid may be used in a Price Schedule where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender as a whole will not be considered. The Municipality will reject the bid if corrections are not made in accordance with the above.”

F.2.12 Alternative Bid offers

F.2.12.1 Submit alternative Bid offers only if a main Bid offer, strictly in accordance with all the requirements of the Bid documents, is also submitted. The alternative Bid offer is to be submitted with the main Bid offer together with a schedule that compares the requirements of the Bid documents with the alternative requirements the Bidder proposes.

F.2.12.2 Accept that an alternative Bid offer may be based only on the criteria stated in the Bid data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a Bid offer

F.2.13.1 Submit a Bid offer 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 Bid data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink. Each Tenderer is required to return the complete set of documents as listed in Part T2 with all the required information supplied and completed in all respects. Prior to submitting their tender document tenderers should make a copy thereof for record purposes. No copies of any part of the submitted tender document will be made for the tenderers during the evaluation and adjudication processes.

F.2.13.3 Submit the parts of the Bid offer communicated on paper as an original plus the number of copies stated in the Bid data, with an English translation of any documentation in a
layout}, 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 Bid offer where required in terms of the Bid data. The employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders 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 Bid offer.

Only authorised signatories may sign the original and all copies of the tender offer where required in terms of F.2.13.3. In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. In case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSE CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member’s behalf. In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the Tender.

In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.

F.2.13.5 Seal the original and each copy of the Bid 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 Bid data, as well as the Bidder’s name and contact address.

The identification details are:
- .......... Correct tender reference no.
- .......... Correct Tender description
- .......... Correct closing time
- .......... Correct due date

Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located in the foyer at City of Mbombela offices at 1 Nel Street, Nelspruit.

F.2.13.6 Where a two-envelope system is required in terms of the Bid data, place and seal the returnable documents listed in the Bid 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 Bid data, as well as the Bidder’s name and contact address.

F.2.13.7 Seal the original Bid 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 Bid data.
F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the Bid offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that Bid 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 Bid offer at the address specified in the Bid data not later than as stated in the Bid data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept Bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Bid data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the Bid data for any reason, the requirements of these conditions of Bid apply equally to the extended deadline.

F.2.16 Bid offer validity

F.2.16.1 Hold the Bid offer(s) valid for acceptance by the employer at any time during the validity period stated in the Bid data after the closing time stated in the Bid data. The Tender Offer validity period is 90 days. If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the Bid data for an agreed additional period.

F.2.17 Clarification of Bid 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 resulting from the product of the unit rate and the quantity by the adjustment of certain line item totals. No change in the unit rate or prices 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 Bidder 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 Bid offer, the Bidder’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 Bidder 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 Bid 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 Bid 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 Bid documents

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

F.2.23 Certificates

Include in the Bid submission or provide the employer with any certificates as stated in the Bid data. Refer to part T1 and part T2: Returnable Documents for a list of documents that are to be returned with the tender. Tenderers are required to develop a booklet with a table of contents as per table stated in part T2 under T2.0 for all certificates and supporting documentation.

F.2.24 Canvassing and obtaining of additional information by tenderers

Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employer’s officials or the Employer’s agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.

F.2.25 Prohibitions on awards to persons in service of the state

Accept that the Employer is prohibited to award a tender to a person - a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the municipality or municipal entity.
In the service of the state means to be – a) a member of any municipal council; • any provincial legislature; or • 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); f) a member of the accounting authority of any national or provincial public entity; or g) an employee of Parliament or a provincial legislature.” In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.2 must be completed.

F.2.25 Awards to close family members of persons in the service of the state.

Accept that the notes to the Employer’s annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 2.25), or has been in the service of the state in the previous twelve months, including
a) The name of that person;
b) The capacity in which that person is in the service of the state; and
c) The amount of the award.

In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed in full and signed.

F.2.26 Tax Clearance Certificate

In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium or individual valid tax clearance certificates for all the members of the Joint Venture/Consortium.

F.3 The Employer’s undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to seven calendar days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents.

The time and location for the tender submissions are stated in the Tender Notice and Invitation to Tender.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the Bid documents to each Bidder during the period from the date of the Bid Notice until seven days before the Bid closing time stated in the Bid Data. If, as a result a Bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and will then notify it to all Bidders who drew documents.

F.3.3 Return late Bid offers
Return Bid offers received after the closing time stated in the Bid data, unopened, (unless it is necessary to open a Bid submission to obtain a forwarding address), to the Bidder concerned.

F.3.4 Opening of Bid submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid Bid submissions in the presence of Bidders' agents who choose to attend at the time and place stated in the Bid data. Bid submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

The time and location for the tender submissions are stated in the Tender Notice and Invitation to Tender.

F.3.4.2 Announce at the opening held immediately after the opening of Bid submissions, at a venue indicated in the Bid data, the name of each Bidder whose Bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Bid 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

A two-envelope procedure will not be followed in this contract.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each Bid offer properly received:

a) Meets the requirements of these Conditions of Bid,
b) Has been properly and fully completed and signed, and
c) is responsive to the other requirements of the Bid documents.

A responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
PART T1
TENDERING PROCEDURES

CONTRACT No: 79/2017
PROJECT NAME: SANDFORD ROAD

- Detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- Change the Employer’s or the Bidder’s risks and responsibilities under the contract, or
- Affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.

Reject a non-responsive Bid 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

Check responsive Bid offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) 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 will be corrected.
- 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 Bidder’s addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the Bided total of the prices.

Consider the rejection of a Bid offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a Bid offer

Obtain clarification from a Bidder on any matter that could give rise to ambiguity in a contract arising from the Bid offer.
The tender evaluation method to evaluate all responsive tender offers will be: 

**Method 1: Financial offer**

1) Rank tender offers from the most favourable to the least favourable comparative offer.

2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

**Method 2: Financial offer and preferences**

1) Score tender evaluation points for financial offer.

2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing.

3) Calculate total tender evaluation points.

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

5) 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.

**Method 3: Financial offer and quality**

1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.

2) Score tender evaluation points for financial offer.

3) Calculate total tender evaluation points.

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

5) 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.

**Method 4: Financial offer, quality and preferences**

1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.

2) Score tender evaluation points for financial offer.

3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing.

4) Calculate total tender evaluation points.

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

6) 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.
Apply the 80/20 Preference Point system where a maximum of Eighty (80) tender adjudication point be awarded for price and a maximum of Twenty (20) points for B-BBEE status level of contribution. Refer to Part T2 – Returnable Documents.

**Gate 0**

<table>
<thead>
<tr>
<th>Name of Document that must be submitted</th>
<th>Non-submission may result in disqualification?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form of Offer</td>
<td>YES</td>
</tr>
<tr>
<td>Authority for signatory</td>
<td>YES</td>
</tr>
<tr>
<td>Original or copy Tax Clearance Certificate &amp; Pin</td>
<td>YES</td>
</tr>
<tr>
<td>COIDA</td>
<td>YES</td>
</tr>
<tr>
<td>Invitation to Bid</td>
<td>YES</td>
</tr>
<tr>
<td>Declaration of Interest – MBD 4</td>
<td>YES</td>
</tr>
<tr>
<td>Declaration of Bidder’s Past Supply Chain Management Practices – MBD 8</td>
<td>YES</td>
</tr>
<tr>
<td>CIDB Grading</td>
<td>YES</td>
</tr>
<tr>
<td>CSD Registration Summary Report</td>
<td>YES</td>
</tr>
</tbody>
</table>
PART T1
TENDERING PROCEDURES

PROJECT NAME: SANDFORD ROAD Gate 1

Evaluation of functionality:

According to the MFMA Circular No. 53 of the Municipal Finance Act No. 56 of 2003. Bidders will firstly be evaluated on Functionality. Only those meeting the minimum Score for functionality will be evaluated on Error! Reference source not found.

Responsive tenders will firstly be evaluated on functionality. The minimum score for functionality is 70%, and a bidder who scores below this minimum shall not be considered for further evaluation in terms of the preference point systems.

Functionality for responsive tender submitted is evaluated according to the predetermined criteria described below, taking into account, among other factors, the quality, reliability and technical capacity and ability of the tenderer.

FUNCTIONALITY COMPETENCE ACHIEVEMENT SCHEDULES

(I) Functionality Points will be spread as follows (100 points maximum):

Note: None submission of requirements stated below will result in loss of points

A. Relevant Overall Experience of Company – 30 points

<table>
<thead>
<tr>
<th>No.</th>
<th>Value of Contract (Attach Certified Appointment Letter and Completion Certificate)</th>
<th>Tender maximum points</th>
<th>Allocated Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Previously completed road project of similar scope to the amount of R9 million and above</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Previously completed road project of similar scope to the amount of R9 million and above</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Previously completed road project of similar scope to the amount of R9 million and above</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Previously completed road project of similar scope to the amount of R9 million and above</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Previously completed road project of similar scope to the amount of R9 million and above</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Points</td>
<td></td>
<td>30</td>
</tr>
</tbody>
</table>
Evaluation shall be based on the five projects executed in the past 5 years to the minimum amount of R9 Million. Only experience from the tendering entity, and not by staff members, shall be taken into account.

Tenderers are required to only attach five (5) appointment letters and completion certificates. If tenderer attaches more than five (5) projects the evaluation will only be on the first five (5) for which appointment letter and completion certificate is submitted.

<table>
<thead>
<tr>
<th>Client references</th>
<th>Returnable schedule Ref</th>
<th>Points</th>
</tr>
</thead>
</table>
| A) Provide the names of two (2) current/recent contactable references for each category that the bidder has tendered for. The information provided include:  
  - Customer  
  - company name  
  - contact person  
  - address  
  - phone number  
  - contract value  
  - duration of contract  
  - brief description of the services provided  | 2.3.2 schedule of previous work carried out by bidder | 50 |

Attach five (5) certified appointment letters and completion certificates

B. Relevant Experience Key Staff (Certified Copies of Qualifications)– 15 points

In terms of Project Specification and Conditions of Tender, 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 the satisfactory evidence that such staff members satisfy the eligibility requirements (SANS 1914-5 second edition July 2005)
# Relevant Team Key Personnel

<table>
<thead>
<tr>
<th>TARGET GOALS (ATTACH ALL CV’s AND CERTIFICATES)</th>
<th>TENDER GOAL</th>
<th>PONTS CLAIMED BY TENDERER</th>
<th>ALLOCATED POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Safety Officer with First Aid Plus OHSA (Construction Regulations Qualification)</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name: .........................................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Site Foreman has NQF level 4 qualification (LIC)</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name: ..........................................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Site Agent has NQF level 5 qualification (LIC)</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name: ..........................................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Site Agent has completed two to four similar road projects in the past</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name: ..........................................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Site Agent has completed five or more similar road projects in the past</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name: ..........................................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Names of the full-time qualified personnel required as per table 4A of the CIDB regulations:</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>............................................................................................................................</td>
<td></td>
<td></td>
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<tr>
<td>............................................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 The organogram showing the above personnel as they will be utilized for this project.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUB-TOTAL** 15
C. Plant and Equipment – 15 points

<table>
<thead>
<tr>
<th>Plant</th>
<th>Tendered Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Grader</td>
<td>3</td>
</tr>
<tr>
<td>1 Smooth Drum Rollers of 10 ton</td>
<td>3</td>
</tr>
<tr>
<td>4 (10 m³) Tipper trucks</td>
<td>2</td>
</tr>
<tr>
<td>2 Water tankers</td>
<td>2</td>
</tr>
<tr>
<td>1 Excavators</td>
<td>2</td>
</tr>
<tr>
<td>1 (Tractor-Loader-Backhoe) TLB</td>
<td>3</td>
</tr>
</tbody>
</table>

Tenderer to attach relevant documentation proving ownership of the plant in order to achieve 100% of points and no lease agreement will earn the tenderer points.

<table>
<thead>
<tr>
<th>Plant and Equipment</th>
<th>Returnable schedule Ref</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provided detailed of plant and equipment currently owned and certified proof of ownership must be attached for each plant and equipment stated in order to achieve 100% of points.</td>
<td>2.3.1 Schedule of constructional plant</td>
<td>15</td>
</tr>
<tr>
<td>No letter of intent to lease plant will be accepted to earn the tenderer points in this category.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

D. Financial Status – 20 points

<table>
<thead>
<tr>
<th>FINANCIAL CAPACITY</th>
<th>Returnable schedule Ref</th>
<th>Bank Rating</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Good – indisputable for enquiries</td>
<td></td>
<td>A</td>
<td>15</td>
</tr>
<tr>
<td>Good – Good for the amount of work</td>
<td></td>
<td>B</td>
<td>15</td>
</tr>
<tr>
<td>Adequate – Good for the amount strictly in accordance with business</td>
<td>2.3.5 financial standing/bank rating</td>
<td>C</td>
<td>15</td>
</tr>
<tr>
<td>Poor – Reasonable business risk (additional motivation will be required prior appointment)</td>
<td></td>
<td>D</td>
<td>0</td>
</tr>
<tr>
<td>Inadequate and risky</td>
<td></td>
<td>E</td>
<td>0</td>
</tr>
<tr>
<td>Contractor’s letter of intent from a registered financial institution of guarantor in the amount of 10% for surety</td>
<td></td>
<td></td>
<td>5</td>
</tr>
</tbody>
</table>
PART T1
TENDERING PROCEDURES

CONTRACT No: 79/2017
PROJECT NAME: SANDFORD ROAD

Ability of the contractor to finance working capital requirements before the first claim is paid by the client (bank letter is submitted should not older than 3 months)

A Bidder who scores less than 70% on the total functionality points will automatically be disqualified and will not be considered for further evaluation

E. METHOD STATEMENT INCLUDING PROGRAMME – 20 Points

Method Statement (12 Points)

The quality criteria will be as follows;

- Applicable procedure of the upgrading of works (6 Points)
- Identification of applicable plant necessary to complete the upgrading works (2 Points)
- Applicable quality control and quality assurance system to achieve required reliability (4 Points)

The tender shall attach a method statement reflecting the execution of various activities, construction methods and quality control for this Contract, including accommodation of traffic during construction. The statement shall be in accordance with the information supplied in the Contract, requirements of the Project Specification and with all other aspects of this tender.

Execution Programme (8 Points)

The quality criteria will be as follow:

- Applicable activities/ tasks (Showing more than 10 task ) – 4 Points
- Float indicated – 1 Point
- Resources allocation indicated - 1 Point
- Critical Path – 2 Points

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract, requirements for the project specifications and with all other aspects of this Tender.
PART T1
TENDERING PROCEDURES

PROJECT NAME: SANDFORD ROAD

Second stage – Compliance to administrative requirements

Bidders will be evaluated on the following administrative compliance / responsiveness:

- CSD registration report
- Price amendment without signature in the bills of quantity
- Certificate of Independent Bid Determination
- Non completion of MBD documents
- Alterations to the bid document
- Completion of the bid document using pencil
- Usage of Tippex

Over and above the test for responsiveness as described under F3.8, failure of the tender to submit the following will result in immediate disqualification.
PART T1
TENDERING PROCEDURES

CONTRACT No: 79/2017
PROJECT NAME: SANDFORD ROAD
Gate 2

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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.


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 exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 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:

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to 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 a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "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
PART T1
TENDERING PROCEDURES

Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) “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;

(e) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;

(f) “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(g) “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;

(h) “contract” means the agreement that results from the acceptance of a bid by an organ of state;

(i) “EME” means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(j) “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;

(k) “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;

(l) “non-firm prices” means all prices other than “firm” prices;

(m) “person” includes a juristic person;

(n) “QSE” means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(o) “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;

(p) “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;

(q) “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;

(r) “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

(s) “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.
PART T1
TENDERING PROCEDURES

CONTRACT No: 79/2017
PROJECT NAME: SANDFORD ROAD

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:
   \[
   P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}}\right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}}\right)
   \]
   Where
   \(P_s\) = Points scored for comparative price of bid under consideration
   \(P_t\) = Comparative price of bid under consideration
   \(P_{min}\) = 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:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
PART T1
TENDERING PROCEDURES

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE 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 1.4 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 a sworn affidavit.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES ☐ NO ☐

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted...........................................%

ii) The name of the sub-contractor..................................................................................

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

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES ☐ NO ☐
9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/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.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MAX POINTS TO BE ALLOCATED</th>
<th>POINTS CLAIMED BY TENDERER</th>
<th>ALLOCATED POINTS (Do not Complete)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>80</td>
<td>90</td>
<td></td>
</tr>
<tr>
<td>BBBEE POINTS SCORED</td>
<td>20</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
<td><strong>100</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

WITNESSES

1. ........................................
2. ........................................

SIGNATURE(S) OF BIDDERS(S)

DATE: ......................................

ADDRESS ...

...

...

1. ........................................
2. ........................................

WITNESSES