



NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS (NRCS)

Bid No: NRCS 002-2023/2024

REQUEST FOR BIDS FOR THE Proposed Additions and Alterations and Refurbishment to
NRCS Building, Port Elizabeth

PROCUREMENT DOCUMENT

July 2023

Issued by:

**NATIONAL REGULATOR FOR COMPULSORY
SPECIFICATIONS**

SABS Campus
1 Dr Lategan
Groenkloof
Pretoria
0181

Contact:

Supply Chain Management
e-mail: Thobela.Mqikela@nrccs.org.za

Technical queries
email: Edward.Matamba@nrccs.org.za

Name of Tenderer:

Address:

Tel No.: **E-mail:**

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THE TENDER Part T1: Tendering Procedures

PROJECT TITLE:	PROPOSED ADDITIONS AND ALTERATIONS AND REFURBISHMENT TO NRCS BUILDING, PORT ELIZABETH
BID No.:	NRCS 002-2023/2024

Advertising Date:	11 AUGUST 2023	Closing Date:	12 SEPTEMBER 2023
Closing Time:	11:00	Validity Period:	180 days

T1.1 Tender Notice and Invitation to Tender

PROPOSED ADDITIONS AND ALTERATIONS AND REFURBISHMENT TO NRCS BUILDING, PORT ELIZABETH

Tender documents will be available as from **11 AUGUST 2023** and will be available **ONLINE** on the NRCS website www.nrcs.org.za

A payment of R250.00, payable in cash, is required on collection of hard copies of the tender documents.

It is estimated that tenderers must have a CIDB contractor grading 7GB or higher.

A **compulsory** clarification meeting will take place on site on **25 August 2023** at **11h00 am** at the **NRCS building, corner of Diaz and Kipling roads, Port Elizabeth, at the main entrance gate**. Tenderers must be represented **at the site inspection by a person** who is suitably qualified and experienced to comprehend the implications of the work involved.

Bidders are encouraged to direct all technical and bidding procedure enquiries to the email addresses below.

Department: Supply Chain Management
 Email: Thobela.Mqikela@nrcs.org.za
 Cc: Edward.Matemba@nrcs.org.za
 Cut-off date for enquiries: **01 SEPTEMBER 2023**

Any queries regarding the Tender document or any related matter prior to submission of Tenders must be directed to:

NRCS SCM representative	Thobela Mqikela e-mail: Thobela.Mqikela@nrcs.org.za
NRCS Technical enquiries	Edward Matemba e-mail: Edward.Matemba@nrcs.org.za

The closing time and date for the receipt of Tenders is **11:00 on 12 SEPTEMBER 2023**. Telephonic, facsimile, e-mail and late tenders will not be accepted.

NB: The bid proposal envelope shall contain one original hard copy document, as well as an exact copy of the bidder's complete document on a flash drive (PDF or Scanned).
Bidders can courier the bid proposal, but the onus is on the bidder to ensure that their bid proposal is received by the due date and time by the NRCS.

Sealed documents individually marked the above reference and description, must be placed in **the Tender box marked NRCS** situated at ground floor, SABS Campus by the closing date and time. All Suppliers are encouraged to make their submission before the closing date and time. Bids will be publicly opened at the SABS Campus 1 Dr Lategan Road, Groenkloof, Pretoria.

SPECIAL CONDITIONS

- The following special conditions are to be adhered to by the bidders: The NRCS reserves the right to select solely on the information received in the bids or to negotiate further with one or more bidder/s.
- The NRCS reserves the right:
 - To cancel this bid at any time;
 - Not to accept any bids;
 - To accept one or more bids for further negotiation;
 - To contact any bidder during evaluation period, to clarify information only, without informing any other bidder.
- The bidder accepts that the NRCS will have the right to contract with any other service provider for provision of services not covered by this specification.
- The NRCS will not award the bid to any prospective bidder who has not registered on the Central Database Supplier as regulated.
- The NRCS reserves the right not to accept any bids, which does not comply with the specifications, and conditions set out in the bid documents.
- In cases where a bidder will be subcontracting, proof of documentation for the subcontractor/s should be submitted as well as company registration documents.
- The NRCS reserves the right to contact the references provided in this bid.
- The NRCS reserves the right to perform its own due diligence on the contractor's previous performance.

T1.2 Tender Data

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts – August 2019. (See www.cidb.org.za) which is reproduced without amendment or alteration for the convenience of tenderers as an Annex to the Tender Data.

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

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause number	Tender Data
C.1.1.1	<p>The Employer is: National Regulator for Compulsory Specifications (NRCS):</p> <p>The Employer's <i>domicilium citandi et executandi</i> (permanent physical business address) is: NRCS SABS Campus 1 Dr Lategan Road Groenkloof Pretoria 0181</p>
C.1.2	<p>This procurement document has been formatted and compiled as a single-volume, under the headings as contained in the CIDB's "Standard for uniformity in construction procurement".</p> <p>THE TENDER</p> <p>Part T1 Tendering Procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>Part T2 Returnable Documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1 Agreement and contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>Part C2 Pricing Data</p> <p>C2.1 Pricing assumptions</p> <p>C2.2 Bills of quantities (Separately bound documents)</p> <p>Part C3 Scope of work</p> <p>C3.1 Extent of the works</p> <p>C3.2 Occupational health and safety specification</p> <p>Part C4 Site information</p> <p>C4.1 Site information</p> <p>C4.2 Geotechnical investigation report</p> <p>Appendix A: Drawings – Architect, Structural, and Civil engineer (Hard copies of relevant drawings included with tender package.) Electronic copies will be available on the NRCS website.</p>

C.1.4	<p>The Employer's Agent is: SVA International (Pty) Ltd 1st Floor, St. Georges Corner, 116 Park Drive, Port Elizabeth Contact Person: Greta Teltschik Tel: +27 41 581 6362 Email: greta@svarchitects.com</p>
C.2.1 C.3.11	<p>Only those Tenderers who satisfy the following eligibility criteria are eligible to submit Tenders.</p> <p>Only those Tenderers who score the minimum score in respect of the quality criteria stated in C.3.11.1 of this Tender Data shall be considered responsive and have their Tenders evaluated further.</p> <p>CIDB registration Only those 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, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 7 GB class of construction work, are eligible to have their Tenders evaluated.</p> <p>Joint ventures are eligible to submit Tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the 7 GB class of construction work; and the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum Tendered for a 7 GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
C.2.6	<p>Failure to apply instructions contained in addenda may render a Tenderer's offer non-responsive in terms of clause C.3.8.</p>
C.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenders must sign the attendance list in the name of the tendering entity. Addenda will be issued to tenderers appearing on the attendance list.</p>
C.2.8	<p>Request clarifications at least 7 working days before the closing time.</p>
C.2.13	<p>The bid proposal envelope shall contain one original hard copy document, as well as a verbatim copy of the bidder's complete document on a flash drive (PDF or Scanned).</p>
C.2.12	<p>Alternative tenders will not be permitted.</p>
C.2.13.6	<p>A two-envelope procedure will NOT be followed.</p>
C.2.13.9	<p>Telephonic, telegraphic, telex, facsimile or emailed Tender Offers will not be accepted.</p> <p>Bidders can courier the bid proposal, but the onus is on the bidder to ensure that their bid proposal is received by the due date and time by the NRCS.</p>
C.2.15.1	<p>The Employer's address for delivery of Tender Offers and identification details to be shown on each Tender Office package:</p> <p>Location of tender box: NRCS tender box, Ground floor, SABS campus</p> <p>Physical address: SABS campus 1 Dr Lategan road Groenkloof Pretoria</p> <p>Identification details: Tender No.: NRCS 002-2023/2024</p> <p>Title of Tender: Proposed Additions and Alterations and Reburishment to NRCS Building, Port Elizabeth.</p> <p>The closing time for submission of Tender Offers is as stated in the Tender Notice and Invitation to Tender. No tenders will be accepted after the closing time.</p>
C.2.16.1	<p>The Tender Offer validity period is 180 days.</p>

C.2.16.3	<p>Where a Tenderer, at any time after the opening of his Tender Offer but prior to entering into a contract based on his Tender Offer:</p> <ol style="list-style-type: none"> (1) withdraws his Tender; (2) gives notice of his inability to execute the contract in terms of his Tender; or (3) fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9. <p>such Tenderer shall be barred from Tendering on any of the Employer's future Tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of Tender closure. The Employer may fully or partly exempt a Tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
C.2.23	<p>The Tenderer is required to submit with his Tender the following (failure to provide below documentation will result in the Tender being rejected):</p> <ol style="list-style-type: none"> 1) Proof of active Contractor Registration issued by the Construction Industry Development Board in an appropriate grading category. 2) Letter of Good Standing from the Office of the Compensation (COIDA). 3) A valid Tax Status Compliance verification pin as issued by the South African Revenue Services. 4) National Treasury Central Supplier Database (CSD) Registration Report. 5) Completed SBD forms. 6) Proof of attendance of compulsory -pre-tender site inspection meeting. 7) Resolution of board of directors. 8) Proof of registration of Closed Corporation or Company or other legal entities applicable to tender - Certified copy. 9) Priced final summary of bills of quantities. 10) All other certificates as listed in the List of Returnable Documents. 11) Form C1.1 – Form of Offer and Acceptance.
C.3.1.1	The Employer shall respond to clarifications received up to 7 working days before the Tender closing time.
C.3.2	The Employer shall issue addenda until 5 working days before the Tender closing time.
C.3.5.1	The two-envelope system will NOT be followed.
C.3.7	In the event of disqualification, the Employer may, at his sole discretion, impose a specified period during which Tender Offers will not be accepted from the offending Tenderer and report same to the CIDB and National Treasury.
C.3.11	The procedure for the evaluation of responsive Tenders is stated in Annexure A of this section .
C.3.13	<p>In addition to the requirements of the Condition of Tender, offers will only be accepted if:</p> <ol style="list-style-type: none"> a) 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; b) the tenderer has not: <ol style="list-style-type: none"> i. abused any Public Sector Employer's supply chain management system; or ii. failed to perform on any previous contract and has been given notice to this effect; c) 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. d) The Tenderer has completed the Compulsory enterprise Questionnaire, SBD 4 & 6.1, and there are no conflicts which may impact the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. e) The Tenderer has submitted the documentation listed in C.2.23.

Tender Data : Annexure A - Evaluation Criteria

This Annexure contains all the criteria that the Employer shall use to evaluate Tenders in accordance with clause C.3.11 of the Standard conditions of Tender. No other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Part T2.2 – Returnable Schedules.

Tenders shall be evaluated in three stages as follows.

- Stage 1 – Evaluation of Eligibility and Administrative Compliance and responsiveness
- Stage 2 – Evaluation of Functionality
- Stage 3 – Evaluation of Tender Price and Preference

1 Stage 1: Eligibility and Administrative Compliance and responsiveness.

The first stage will determine whether Bids are responsive and compliant with all mandatory and disqualifiable submission requirements. Bidders that are deemed compliant will be eligible for further evaluation.

The criteria as identified in Clauses C.2.23 and C.3.13 in the Tender Data will be used to determine the Tenders eligibility.

For administrative compliance, the Tenderers must complete all the returnable forms in Part T2.2, and the Offer section in Part C1.1.

2 Stage 2: Functionality

The Tenderers who complied with the eligibility and administrative criteria in Stage 1, are considered for further evaluation on their capability to execute the project.

Scoring quality

The functionality (quality) evaluation criteria are listed below.

Functionality shall be scored by not less than three evaluators in accordance with the following schedules:

National regulator for compulsory specifications: proposed additions and alterations and refurbishment to NRCS building, Port Elizabeth

No	Criteria	Evaluation Indicators	Applicable Value	
1	RELEVANT CONSTRUCTION WORKS EXPERIENCE ON PREVIOUS CONTRACTS OF A SIMILAR NATURE, SCOPE AND/OR COMPLEXITY		30	
	Provide a descriptive list of all completed projects of a similar nature, scope, and value to this tender for the last 10 years in relation to: Name of Employer, Contact number, Contract sum, Contractual commencement date, Contractual completion date and date of certificate of practical completion.	1 (one) construction project at 75% or higher value of this project	6	
		2 (two) construction projects at 75% or higher value of this project	12	
		3 (three) construction projects at 75% or higher value of this project	18	
		4 (four) construction projects at 75% or higher value of this project	24	
		5 (five) or more construction projects at 75% or higher value of this project	30	
	Portfolio of projects: Please provide documentation to support, i.e., project description; project value and services rendered (one page per project) of the projects listed below.			
	Name of project	Client	Short Description of project	Value of Project (Final account)
1				
2				
3				
4				
5				
No	Criteria	Evaluation Indicators	Applicable Value	
2	REFERENCES FROM CLIENTS/CONSULTANTS FOR PROJECTS OF SIMILAR IN NATURE, SCOPE AND VALUE.		20	
	Please provide signed reference letters from Consultant/Clients confirming your company's involvement for the projects listed in item 1 above, and additional projects of similar nature.	1 (one) reference letter from consultants and / or clients for completed construction projects.	4	
		2 (two) reference letters from consultants and / or clients for completed construction projects.	8	
		3 (three) reference letters from consultants and / or clients for completed construction projects.	12	
		4 (four) reference letters from consultants and / or clients for completed Construction related projects.	16	
		5 (five) or more reference letters from consultants and / or clients for completed construction projects.	20	
	Name of Company	Value of Project as measured for final account	Letter attached	
			YES	NO
1				
2				
3				
4				
5				

No	Criteria	Evaluation Indicators		Applicable Value	
3	FINANCIAL CAPACITY			30	
	Provide an original and valid Bank rating from your Banking Institution stating A, B, and C bank code/rating, not older than 3 months.	Credit rating/code of C		10	
		Credit rating/code of B		20	
		Credit rating/code of A		30	
No	Name of Bank	Contact Person	Contact Number	Date of letter	
1					
2					
	Criteria	Evaluation Indicators		Applicable Value	
4	COMPETENCE OF KEY PERSON(S), PROFESSIONAL AND TECHNICAL PERSONNEL			20	
	Provide the following information for the Site Agent/Contracts Manager <ul style="list-style-type: none">A detailed CVCertified copies of built environment academic qualifications,A summary of completed projects as the Site Agent or Contracts Manager who will be employed full time on site on this contract. Note: The site agent or contracts manager with the highest number of years' experience, will be utilized for evaluation purposes.	Between 1 year and less than 4 years relevant construction experience as Site Agent or Contracts Manager <u>with</u> qualification or, Between 4 years and less than 6 years relevant construction experience as Site Agent or Contracts Manager <u>without</u> qualification		4	
		Between 4 years and less than 6 years relevant construction experience as Site Agent or Contracts Manager <u>with</u> qualification or, Between 6 years and less than 9 years relevant construction experience as Site Agent or Contracts Manager <u>without</u> qualification		8	
		Between 6 years and less than 8 years relevant construction experience as Site Agent or Contracts Manager <u>with</u> qualification or Between 9 years and less than 13 years relevant construction experience as Site Agent or Contracts Manager <u>without</u> qualification		12	
		Between 8 years and less than 10 years relevant construction experience as Site Agent or Contracts Manager <u>with</u> qualification or, Between 13 years and less than 16 years relevant construction experience as Site Agent or Contracts Manager <u>without</u> qualification		16	
		Above 10 years relevant construction experience as Site Agent or Contracts Manager <u>with</u> qualification or Above 16 years relevant construction experience as Site Agent or Contracts Manager <u>without</u> qualification		20	
No	Name of the Key Person	Name of the Qualification(s)	Portfolio/Position	CVs and Qualifications attached	
				YES	NO
1					
2					
3					
4					
5					
Minimum Qualifying Score for Functionality				70	

NB: If a bid fails to achieve the minimum qualifying score for functionality of Seventy Percent (70%), it will automatically be regarded as non-compliant, and shall not be considered any further in the evaluation process.

Stage 3: Tender Price and Preference.

The Tenderers who complied with the functionality criteria in Stage 2 are considered for further evaluation in terms of their Tender Price and Specific Goals as indicated on SBD 6.1.

Annexure C Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

- C.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.

C.1.2 Tender Documents

The documents issued by the Employer for the purpose of a Tender Offer are listed in the Tender Data.

C.1.3 Interpretation

- C.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.
- C.1.3.2 These conditions of Tender, the Tender Data and Tender schedules which are required for Tender evaluation purposes, shall form part of any contract arising from the invitation to Tender.
- C.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 Tenderer is able 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 Tenderer who employs that employee.
 - b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.
 - c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the Tender process.
 - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the Tender process or the award of a contract arising from a Tender Offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels.

C.1.4 Communication and Employer's agent

Each communication between the Employer and a Tenderer shall be to or from the Employer's agent through SCM Representative only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the SCM Representative are stated in the Tender Data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An Employer may, prior to the award of the Tender, cancel a Tender if;

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable Tenders are received;
- d) there is a material irregularity in the Tender process.

C.1.5.2 The decision to cancel a Tender invitation must be published in the same manner in which the original Tender invitation was advertised.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the Tender Data, a contract will, subject to C.3.13, be concluded with the Tenderer who in terms of C.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.

C.1.6.2 Competitive negotiation procedure

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

C.1.6.2.2 All responsive Tenderers or at least a minimum of not less than three responsive Tenderers that are highest ranked in terms of the evaluation criteria stated in the Tender Data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.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.

C.1.6.2.3 At the conclusion of each round of negotiations, Tenderers shall be invited by the Employer to revise their 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.

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

C.1.6.3 Proposal procedure using the two stage-system

C.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.

C.1.6.3.2 Option 2

C.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.

C.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.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.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.

C.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.

C.2.2 Cost of Tendering

C.2.2.1 Accept that, unless otherwise stated in the Tender Data, the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender Offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

C.2.2.2 The cost of the Tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer for printing the documents. Employers must attempt to make available the Tender documents on its website so as not to incur any costs pertaining to the printing of the Tender documents.

C.2.3 Check documents

Check the Tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.

C.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.

C.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.

C.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.

C.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.

C.2.8 Seek clarification

Request clarification of the Tender documents, if necessary, by notifying the Employer at least five (5) working days before the closing time stated in the Tender Data.

C.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.

C.2.10 Pricing the Tender Offer

C.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 fourteen (14) days before the closing time stated in the Tender Data.

C.2.10.2 Show VAT payable by the Employer separately as an addition to the Tendered total of the prices.

C.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.

C.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.

C.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.

C.2.12 Alternative Tender Offers

C.2.12.1 Unless otherwise stated in the Tender Data, submit alternative Tender Offers only if a main Tender Offer, strictly in accordance with all the requirements of the Tender documents, is also submitted as well as a schedule that compares the requirements of the Tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative Tender Offer must be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

C.2.12.3 An alternative Tender Offer must only be considered if the main Tender Offer is the winning Tender.

C.2.13 Submitting a Tender Offer

C.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 identified in the Contract Data and described in the scope of works, unless stated otherwise in the Tender Data.

C.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.

C.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.

C.2.13.4 Sign the original and all copies of the Tender Offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the Tender Offer.

C.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.

C.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.

C.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.

C.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the Tender Offer if the outer package is not sealed and marked as stated.

C.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.

C.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.

C.2.15 Closing time

C.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.

C.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.

C.2.16 Tender Offer validity

C.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.

C.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.

C.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. If the validity period stated in C.2.16 lapses before the Employer evaluating Tender, the Contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a Tender submission is to be substituted, a Tenderer must submit a substitute Tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.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 C.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.*

C.2.18 Provide other material

C.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 nonresponsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

C.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.

C.2.20 Submit securities, bonds and policies

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.

C.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.

C.2.22 Return of other Tender documents

If so instructed by the Employer, return all retained Tender documents within twenty-eight (28) days after the expiry of the validity period stated in the Tender Data.

C.2.23 Certificates

Include in the Tender submission or provide the Employer with any certificates as stated in the Tender Data.

C.3 The Employer's undertakings

C.3.1 Respond to requests from the Tenderer

C.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five (5) working days before the Tender closing time stated in the Tender Data and notify all Tenderers who collected Tender documents.

C.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.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the Tender documents to each Tenderer during the period from the date that Tender documents are available until three (3) 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 collected Tender documents.

C.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.

C.3.4 Opening of Tender submissions

- C.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.
- C.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 price, number of points claimed for its specific goals and time for completion for the main Tender Offer only.
- C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

- C.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.
- C.3.5.2 Evaluate functionality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any points claimed on specific goals. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.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.

C.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.

C.3.8 Test for responsiveness

- C.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.
- C.3.8.2 A responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - b) significantly change the Employer's or the Tenderer's risks and responsibilities under the contract, or
 - c) affect the competitive position of other Tenderers presenting responsive Tenders, if it were to be rectified.

Reject a non-responsive Tender Offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

- C.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.
- C.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 C.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.

C.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.

C.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.

C.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.

C.3.11 Evaluation of Tender Offers

The Standard Conditions of Tender standardize the procurement processes, methods, and procedures from the time that Tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of Tender are by definition the document that establishes a Tenderer's obligations in submitting a Tender and the Employer's undertakings in soliciting and evaluating Tender Offers. Such conditions establish the rules from the time a Tender is advertised to the time that a contract is awarded and require Employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a Tenderer who satisfies all requirements are restrictions from doing business with the Employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	Cost effective

The activities associated with evaluating Tender Offers are as follows:

- a) Open and record Tender Offers received.
- b) Determine whether or not Tender Offers are complete.
- c) Determine whether or not Tender Offers are responsive.
- d) Evaluate Tender Offers.
- e) Determine if there are any grounds for disqualification.
- f) Determine acceptability of preferred Tenderer.
- g) Prepare a Tender evaluation report.
- h) Confirm the recommendation contained in the Tender evaluation report.

C.3.11.1 General

The Employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive Tender Offer using the Tender evaluation methods and associated evaluation criteria and weightings that are specified in the Tender Data.

C.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.

C.3.13 Acceptance of Tender Offer

Accept the Tender Offer; if in the opinion of the Employer, it does not present any risk and only if the Tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement.

- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract.
- c) has the legal capacity to enter into the contract.
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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.

C.3.14 Prepare contract documents

C.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.

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

C.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.

C.3.16 Registration of the award

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the Employer, register and publish the award on the CIDB Register of Projects.

C.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.

C.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.

PART T: THE TENDER

Part T2: Returnable Documents

PROJECT TITLE:	PROPOSED ADDITIONS AND ALTERATIONS AND REFURBISHMENT TO NRCS BUILDING, PORT ELIZABETH
BID No.:	NRCS 002-2023/2024

T2.1 List of Returnable Documents

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION AND CONTRACT PURPOSES

Tender document name	Number of pages issued
Resolution of Board of Directors (T2.2.1)	1 Page
Resolution of Board of Directors to enter into consortia or JV's (T2.2.2) (If Applicable)	2 Pages
Special Resolution of Consortia or JV's (T2.2.3) (If Applicable)	3 Pages
Schedule of Proposed Sub-contractors (T2.2.4)	1 Page
Capacity of Tenderer (T2.2.5)	2 Pages
Preference points claim form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1) (T2.2.6)	4 Pages
Resources to be employed in terms of organization and staffing (T2.2.7)	2 Pages
Contract data (Part 2 : data to be provided by the contractor) (T2.2.8)	1 Page
Compulsory Site Inspection Meeting Certificate (T2.2.9)	1 Page
Declaration of Interest (SBD 4) (T2.2.10)	2 Pages
Medical Certificate for the confirmation of permanent disabled status (T2.2.11)	1 Page
Proof of Registration with Construction Industry Development Board (T2.2.12)	1 Page
Valid Tax Clearance Certificate (T2.2.13)	1 Page
Copy of CSD Registration Certificate (T2.2.14)	1 Page
Financial References (T2.2.15)	1 Page
Record of Addenda to Tender Documents (T2.2.16)	1 Page
Compulsory Enterprise Questionnaire (T2.2.17)	2 Pages
Compensation of Occupational Injuries and Disease Act (COIDA) (T2.2.18)	1 Page
Proof of Liability Insurance (T2.2.19)	1 Page
Particulars of Electrical contractor (T2.2.20)	1 Page
Priced BOQ's final summary (T2.2.21)	1 Page
C1.1 Offer portion of Form of Offer and Acceptance	1 Page

NB: The bid proposal envelope shall contain one original hard copy document, as well as an exact copy of the bidder's complete document on a flash drive (PDF or Scanned).

T2.2 Returnable Documents/Schedules

T2.2.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

.....

 (legally correct full name and registration number, if applicable, of the Enterprise)

Held at (place)

on (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the client in respect of the following project:

.....

 (project description as per Bid / Tender Document)

Bid / Tender Number: (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms:

in *his/her Capacity as: (Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign the Bid/Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid/Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid/Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

T2.2.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors/Members/Partners of:

.....

 (Legally correct full name and registration number, if applicable, of the Enterprise)

Held at (place)

on (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

.....

 (List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the client in respect of the following project:

.....

 (Project description as per Bid/Tender Document)

Bid/Tender Number: (Bid/Tender Number as per Bid/Tender Document)

2. *Mr/Mrs/Ms:

in *his/her Capacity as: (Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all Other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Joint Venture formation/arrangement will be in the following proportions:

Name of Contractor	Proportion (%)

4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Employer in respect of the project described under item 1 above.

5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Employer in respect of the project under item 1 above:

Physical address:

.....

..... (code)

Postal address:

.....

..... (code)

Telephone number: (code)

Fax number: (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

T2.2.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES (If Applicable)

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly Bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1.
.....
2.
.....
3.
.....
4.
.....
5.
.....
6.
.....
7.
.....
8.
.....

Held at (place)

On (date)

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the client in respect of the following project:

.....
.....
(Project description as per Bid /Tender Document)

Bid / Tender Number: *(Bid / Tender Number as per Bid / Tender Document)*

*Mr/Mrs/Ms:

in *his/her Capacity as: *(Position in the Enterprise)*

and who will sign as follows:
be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:
- C. The Enterprises to the Consortium/Joint Venture accept joint and several liabilities for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Employer in respect of the project described under item A above.
- D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Employer 30 day's written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Employer for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Employer, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Employer referred to herein.
- F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Employer in respect of the project under item A above:

Physical address:

.....

..... (code)

Postal address:

.....

..... (code)

Telephone number: (code)

Fax number: (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			

6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium Joint Venture submitting this Bid.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

T2.2.4: SCHEDULE OF PROPOSED SUB-CONTRACTORS

PROJECT TITLE:	PROPOSED ADDITIONS AND ALTERATIONS AND REFURBISHMENT TO NRCS BUILDING, PORT ELIZABETH
BID No.:	NRCS 002-2023/2024

We notify you that it is our intention to employ the following Sub-contractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Sub-contractor	Nature and extent of work	Previous experience with Sub-contractor
1			
2			
3			
4			

Name of representative:	Signature	Capacity	Date

Name of organisation:	
------------------------------	--

T2.2.5: CAPACITY OF TENDERER

PROJECT TITLE:	PROPOSED ADDITIONS AND ALTERATIONS AND REFURBISHMENT TO NRCS BUILDING, PORT ELIZABETH
BID No.:	NRCS 002-2023/2024

1. PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:**1.1 Current projects:**

	Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion
1								
2								
3								
4								
5								
6								
7								
8								

1.2 Previous projects:

	Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion	Actual date of completion
1									
2									
3									
4									
5									
6									
7									
8									

Name of Tenderer	Signature	Date

T2.2.6: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)

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

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

1. GENERAL CONDITIONS

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

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

1.2 Applicable points system

The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender shall be awarded for:

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

1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS (B-BBEE Status Level of contributor)	
B-BBEE Level 1	20
B-BBEE Level 2	18
B-BBEE Level 3	14
B-BBEE Level 4	12
B-BBEE Level 5	8
B-BBEE Level 6	6
B-BBEE Level 7	4
B-BBEE Level 8	2
Non-compliant contributor	0
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Level 1	20	
Level 2	18	
Level 3	14	
Level 4	12	
Level 5	8	
Level 6	6	
Level 7	4	
Level 8	2	
Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

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

T2.2.7: RESOURCES TO BE EMPLOYED IN TERMS OF ORGANIZATION AND STAFFING

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 Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME AND NATIONALITY OF: (i) NOMINEE (ii) ALTERNATE	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
<u>HEADQUARTERS</u>		
Partner/Director		
Project Manager		
Other key staff (give designation)		

DESIGNATION	NAME AND NATIONALITY OF: (i) NOMINEE (ii) ALTERNATE	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
<u>SITE OFFICE</u> Site Agent		
Site Engineer/Technician		
Construction supervisor (give designation)		
Other key staff (give designation)		

T2.2.8: CONTRACT DATA (PART2 : DATA TO BE PROVIDED BY THE CONTRACTOR)

Completed Part 2 of contract Data to be inserted here by tenderers.

T2.2.9: COMPULSORY SITE INSPECTION MEETING CERTIFICATE

PROJECT TITLE:	PROPOSED ADDITIONS AND ALTERATIONS AND REFURBISHMENT TO NRCS BUILDING, PORT ELIZABETH
BID No.:	NRCS 002-2023/2024

This is to certify that I, _____ representing
 _____ in the company of
 _____ visited the site on: _____

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of Project Manager	Signature	Date

T2.2.10: DECLARATION OF INTEREST (SBD 4)

PROJECT TITLE:	PROPOSED ADDITIONS AND ALTERATIONS AND REFURBISHMENT TO NRCS BUILDING, PORT ELIZABETH
BID No.:	NRCS 002-2023/2024

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO** (Delete whichever is not applicable)

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO** (Delete whichever is not applicable)

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

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

T2.2.11: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

PROJECT TITLE:	PROPOSED ADDITIONS AND ALTERATIONS AND REFURBISHMENT TO NRCS BUILDING, PORT ELIZABETH
BID No.:	NRCS 002-2023/2024

I, (*surname and name*), Identity number,do hereby declare that I am a registered medical practitioner, with my practice number being , practicing at (Physical and postal addresses) declare that I have examined Mr/Mrs , identity number of and have found the said person to be permanently disabled or having a recurring disability.

“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.” – As per Preferential Procurement Policy Framework Act: No 5 of 2000 (PPPFA)

The nature of the disability is as follows:

.....

Thus signed at on this day of of

.....
 Signature

.....
 Date

OFFICIAL STAMP OF
 MEDICAL PRACTITIONER

T2.2.12: PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

PROJECT TITLE:	PROPOSED ADDITIONS AND ALTERATIONS AND REFURBISHMENT TO NRCS BUILDING, PORT ELIZABETH
BID No.:	NRCS 002-2023/2024

The Tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). In the case of a joint venture, a printed copy of the Active Contractor's listing must be provided for each member of the joint venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

T2.2.13: VALID TAX CLEARANCE CERTIFICATE

PROJECT TITLE:	PROPOSED ADDITIONS AND ALTERATIONS AND REFURBISHMENT TO NRCS BUILDING, PORT ELIZABETH
BID No.:	NRCS 002-2023/2024

A valid Tax Clearance Certificate and/or Tax Pin number **must be included** for evaluation purposes.

T2.2.14: COPY OF CSD REGISTRATION CERTIFICATE

PROJECT TITLE:	PROPOSED ADDITIONS AND ALTERATIONS AND REFURBISHMENT TO NRCS BUILDING, PORT ELIZABETH
BID No.:	NRCS 002-2023/2024

A copy of **Central Suppliers' Database (CSD) Registration Certificate** must be included for evaluation purposes.

T2.2.15: FINANCIAL REFERENCES

PROJECT TITLE:	PROPOSED ADDITIONS AND ALTERATIONS AND REFURBISHMENT TO NRCS BUILDING, PORT ELIZABETH
BID No.:	NRCS 002-2023/2024

Notes to Tenderers:

1. The Tenderer(s) shall attach to this form a letter from the bank in which it is declared how he/they conducts his/their account(s). The contents of the bank's letter must state the credit rating that the bank, in addition to the information required below, accords to the Tenderer(s) for the business envisaged by this Tender. Failure to provide the required letter with the Tender submission may render the Tenderer's offer unresponsive in terms of Tender Condition C3.8.
2. The Tenderer's banking details as they appear below shall be completed.
3. In the event that the Tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

Details of Company's Bank

	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	

T2.2.16: RECORD OF ADDENDA TO TENDER DOCUMENTS

PROJECT TITLE:	PROPOSED ADDITIONS AND ALTERATIONS AND REFURBISHMENT TO NRCS BUILDING, PORT ELIZABETH
BID No.:	NRCS 002-2023/2024

I/We confirm that the following communications received from the NRCS before the submission of this Tender Offer, amending the Tender documents, have been taken into account in this Tender Offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		

Name of Tenderer	Signature	Date

I / We confirm that no communications were received from the NRCS before the submission of this Tender Offer, amending the Tender documents.

Name of Tenderer	Signature	Date

T2.2.17: COMPULSORY ENTERPRISE QUESTIONNAIRE

COMPULSORY ENTERPRISE QUESTIONNAIRE																					
The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.																					
Section 1: Name of enterprise:																					
Section 2: VAT registration number, if any:																					
Section 3: CIDB registration number, if any:																					
Section 4: Particulars of sole proprietors and partners in partnerships																					
<table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 40%;">Name*</th> <th style="width: 30%;">Identity number*</th> <th style="width: 30%;">Personal income tax number*</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> <p style="margin-left: 40px;">*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</p>				Name*	Identity number*	Personal income tax number*															
Name*	Identity number*	Personal income tax number*																			
Section 5: Particulars of companies and close corporations																					
Company registration number																					
Close corporation number																					
Tax reference number																					
Section 6: Record of service of the state																					
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:																					
<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity		<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature																			
If any of the above boxes are marked, disclose the following: (insert separate page if necessary)																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th> <th rowspan="2" style="width: 35%;">Name of institution, public office, board or organ of state and position held</th> <th colspan="2" style="width: 30%;">Status of service (tick appropriate column)</th> </tr> <tr> <th style="width: 15%;">current</th> <th style="width: 15%;">Within last 12 months</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p style="margin-left: 40px;">*Insert separate page if necessary</p>				Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)		current	Within last 12 months												
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)																			
		current	Within last 12 months																		

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

* Insert separate page if necessary

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

1. authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
2. 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;
3. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
4. 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;
5. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

T2.2.18: LETTER OF GOOD STANDING FROM COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASE ACT (COIDA)

PROJECT TITLE:	PROPOSED ADDITIONS AND ALTERATIONS AND REFURBISHMENT TO NRCS BUILDING, PORT ELIZABETH
BID No.:	NRCS 002-2023/2024

Letter of Good Standing from the Office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA) **must be included** for evaluation purposes. The letter should be issued by the Department of Employment and Labour (DoEL) or The Federated Employers Mutual Assurance Company (RF) (Pty) Ltd ("FEM").

T2.2.19: PROOF OF LIABILITY INSURANCE

PROJECT TITLE:	PROPOSED ADDITIONS AND ALTERATIONS AND REFURBISHMENT TO NRCS BUILDING, PORT ELIZABETH
BID No.:	NRCS 002-2023/2024

The Tenderer **shall append** their **Proof of Liability Insurance** behind this page.

T2.2.20: PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	PROPOSED ADDITIONS AND ALTERATIONS AND REFURBISHMENT TO NRCS BUILDING, PORT ELIZABETH		
Tender no:	NRCS002-2023/2024	Reference no:	

Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Electrical Contracting Board of S.A.:	

Name of Tenderer	Signature	Date

T2.2.21: PRICED BILLS OF QUANTITIES FINAL SUMMARY

PROJECT TITLE:	PROPOSED ADDITIONS AND ALTERATIONS AND REFURBISHMENT TO NRCS BUILDING, PORT ELIZABETH
BID No.:	NRCS 002-2023/2024

The Tenderer **shall append** their Priced **Bills of Quantities final summary** behind this page.

PART C: THE CONTRACT

Part C1: Agreement and Contract Data

PROJECT TITLE:	PROPOSED ADDITIONS AND ALTERATIONS AND REFURBISHMENT TO NRCS BUILDING, PORT ELIZABETH
BID No.:	NRCS 002-2023/2024

C1.1: Form of Offer and Acceptance

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for:

The appointment of a contractor for proposed additions and alterations and reburbishments to NRCS Building, Port Elizabeth

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

The Tenderer, identified in the offer signature block, has examined the draft contract as listed in the acceptance section and agreed to provide this offer.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance the Tenderer offers to perform all 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 VAT IS:

(in words)

..... Rand;

R (in figures)

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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 including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the Tenderer:

(Insert name and address of organisation)

Name & signature of witness Date

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

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	Agreement and Contract Data <i>[which includes this Agreement]</i>
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any Addenda thereto listed in the Tender Schedules, as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from the said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within the time required to submit documentation in accordance with Clause 5.3 of the Contract Data (C1.2) after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

Signature(s)

Name(s)

Capacity

For the Employer:

.....
(Insert name and address of organisation)

Name & signature of witness Date

Schedule of Deviations

- 1 Subject
Details
.....
.....
- 2 Subject
Details

-

 3 Subject
 Details

 4 Subject
 Details

 5 Subject
 Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature(s)
 Name(s)
 Capacity

[Name and address of organisation]

Name and
signature of witness Date

FOR THE EMPLOYER:

Signature(s)
 Name(s)
 Capacity

[Name and address of organisation]

Name and
signature of witness Date

CONFIRMATION OF RECEIPT:

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

The [day]

of [month]

20 [year]

at [place]

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

C1.2: CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	Proposed Additions and Alterations and Reburishment to NRCS Building, Port Elizabeth			
Tender no:	NRCS 002-2023/2024			
	<p>The Conditions of Contract are clauses 1 to 30 of the JBCC® Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p>Contractors are cautioned to read the JBCC PBA and Contract Data together as some clauses in the JBCC PBA have been amended in the Contract Data</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p> <p>Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the Principal agent.</p>			
	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the tenderer. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement.</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].</p>			

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1]

Works description	Refer to Scope of Works for detailed description
<p>The project includes renovations and additions to the existing premises. The main office building was partially burnt down. The first floor experienced major fire damage and the roof was lost. The ground floor was also affected to a lesser degree, although various areas suffered major damage. The existing main building is to be rebuilt from existing structures with a new double storey extension. The existing single storey outbuildings are to be fully renovated. A new entertainment deck is to be constructed. The existing storage facility is to be demolished and a new storage warehouse to be constructed. A new gate house is to be constructed as well as the installation of a new security perimeter fence.</p>	

A 2.0 Site [1.1]

Erf / stand number	2901
Site address	Cnr Diaz and Kipling Roads
Township / Suburb	Kensington
City / Town	Port Elizabeth
Province	Eastern Cape
Local authority	Nelson Mandela Bay Municipality
GPS Coordinates	33°56'36.17"S, 25°35'31.08"E

A 3.0 EMPLOYER AND ITS REPRESENTATIVE**A 3.1 Employer:**

Official Name of Organ of State / Public Sector Body	National regulator of compulsory specifications (NRCS)		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	info@nrccs.org.za	Telephone	012 428 5000
Postal address	NRCS Private Bag X25 Brooklyn Pretoria 0075		
Physical address	SABS Campus, 1 Dr Lategan Road Groenkloof Pretoria 0181		

A 3.2 Employer's representative:

Name	Edward Matamba	Telephone number	012 482 8797
E-mail	edward.matamba@nrccs.org.za	Mobile number	072 894 2676
Postal address	NRCS Private Bag X25 Brooklyn Pretoria 0075		
Physical address	SABS Campus, 1 Dr Lategan Road Groenkloof Pretoria 0181		

A 4.0	Principal Agent [1.1; 6.2]	Discipline	Principal agent & Architect
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Name	SVA International (Pty) Ltd		
Legal entity of above	SAV International (Pty) LTD	Contact person	Greta Teltschik
Practice number	PS0986	Telephone number	041 581 6362
Country	RSA	Mobile number	082 557 8475
E-mail	greta@svarchitects.com		
Postal address	PO Box 40307 Walmer Port Elizabeth 6065		
Physical address	1st Floor, St. Georges Corner, 116 Park Drive Central Port Elizabeth 6001		

A 5.0	Agent [1.1; 6.2]	Discipline	Quantity Surveyor
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Name	HRQS		
Legal entity of above	Hepple & Robertson CC	Contact person	Dries Ludeke
Practice number	Pr245	Telephone number	
Country	RSA	Mobile number	076 128 9007
E-mail	ludekea@gmail.com		
Postal address	15 Chloedeia Crescent Walmer Heights Port Elizabeth 6070		
Physical address	15 Chloedeia Crescent Walmer Heights Port Elizabeth 6070		

A 6.0	Agent [1.1; 6.2]	Discipline	Electrical Engineer
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Name	Motla Consulting Engineers (Pty) Ltd		
Legal entity of above	Motla Consulting Engineers (Pty) Ltd	Contact person	Hugo Gotze
Practice number	1997/008417/07	Telephone number	087 550 5149
Country	RSA	Mobile number	082 377 7142
E-mail	capetown@motla.co.za		
Postal address	12A Waverley Court, 7 Kotzee Road Observatory Cape Town 7925		
Physical address	12A Waverley Court, 7 Kotzee Road Observatory Cape Town 7925		

A 7.0	Agent [1.1; 6.2]	Discipline	Mechanical Engineer
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Name	Motla Consulting Engineers (Pty) Ltd		
Legal entity of above	Motla Consulting Engineers (Pty) Ltd	Contact person	Terrence Mvuyana
Practice number	1997/008417/07	Telephone number	012 663 1328
Country	RSA	Mobile number	076 736 7254
E-mail	terrencem@motla.co.za		
Postal address	7 Einstein Street, Highveld Techno Park Centurion Pretoria 0169		
Physical address	7 Einstein Street, Highveld Techno Park Centurion Pretoria 0169		

A 8.0	Agent [1.1; 6.2]	Discipline	Structural Engineeri
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Name	Keon Consulting Engineers		
Legal entity of above	Keon Consulting Engineers	Contact person	Grant Kucherera
Practice number		Telephone number	041 363 0189
Country	RSA	Mobile number	083 956 1584
E-mail	gkucherera@keon.co.za		
Postal address	PO Box 70553 The Bridge Port Elizabeth 6032		
Physical address	87 Westview Drive Mill Park Port Elizabeth 6001		

A 9.0	Agent [1.1; 6.2]	Discipline	Civil Engineer
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Name	Lukhozi Consulting Engineers		
Legal entity of above	Lukozi Consulting Engineers (Pty) ltd	Contact person	Danie Brandt
Practice number	2000/006344/07	Telephone number	041 363 1984
Country	RSA	Mobile number	083 555 1290
E-mail	administrator@lukhozi.co.za		
Postal address	Office 4G, The Willows Shopping Centres Lorraine Port Elizabeth 6045		
Physical address	Office 4G, The Willows Shopping Centres Lorraine Port Elizabeth 6045		

A 10.0	Agent [1.1; 6.2]	Discipline	Occupational Health And Safety
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Name	Claire Deacon & Associates		
Legal entity of above		Contact person	Claire Deacon
Practice number		Telephone number	
Country	RSA	Mobile number	083 658 5390
E-mail	claire@cd-a.co.za		
Postal address	PO Box 30262 Kyalami Midrand 1684		
Physical address			

A 11.0	Agent [1.1; 6.2]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

A 12.0	Agent [1.1; 6.2]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard system of measurement of building works 7 th edition
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	Law of the Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	3

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018) for use by public sector bodies	1 to 14
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 7
Drawings as per drawing register issued with the tender	As issued
Specifications issued with the tender	As issued
Schedules issued with the tender	As issued
Bills of Quantities issued with the tender	As issued
Addenda as issued during tender stage, if applicable	As issued

B 5.0 Employer's agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2]	Principal Agent
Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]	
Nil	

B 6.0 Insurances [10.0]

Insurances by contractor NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Insured amounts to include VAT.

	New works [10.1.1] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not applicable
Or	Works with practical completion in sections [10.2] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not applicable
Or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Applicable
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	R	Not applicable
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	R	Not applicable
	Escalation, professional fees and reinstatement costs must be included in the above respective insurances		Applicable
	Supplementary insurance [10.1.2; 10.2]	Contract sum plus 10%	Applicable
	Public liability insurance [10.1.3; 10.2]	R 5 000 000	Applicable
	Removal of lateral support insurance [10.1.4; 10.2]	R	Not applicable
	Other insurances [10.1.5]		
	Hi Risk Insurance Refer B18.0 [10.1.5.1]	R	Not applicable
	Other insurances: If applicable, description 1:	R	Not applicable
	Other insurances; If applicable, description 2:	R	Not applicable

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]	Not Applicable
If applicable, description:	
Restriction of working hours [12.1.2]	Not Applicable
If applicable, description:	
Natural features and known services to be preserved by the contractor [12.1.3]	Applicable
If applicable, description: Indigenous/ protected plant species - cycads / milkwood trees to be preserved.	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Not Applicable

If applicable, description:	
Supply of free issue of material and goods [12.1.10]	Not Applicable
If applicable, description:	

B 8.0 Appointment of Nominated Subcontractors [14.0]

Applicable	If applicable, description of specialisation
Specialisation 1	Refer to Provisional sums bill
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 9.0 Appointment of Selected Subcontractors [15.0]

Applicable	If applicable, description of specialisation
Specialisation 1	Refer to Provisional sums bill
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 10.0 Appointment of Direct Contractors [16.0]

Not applicable	If applicable, description of extent of work [12.1.11]
Extent of work	
Extent of work	
Extent of work	
Extent of work	
Extent of work	

B 11.0 Works to be completed in sections [20.1]

Not applicable	If applicable, description of sections
Section 1	Entrance, Gatehouse, Fencing, Repair, renovation and refurbishment of Block A previously damaged by fire (both Ground and First Floors). 2 New laboratories in new portion of Block A, portion of staff parking. as indicated on dwg A-A(02) 3200

Section 2	Remainder of new Block A (i.e. laboratories and first floor), external buildings, remainder of external parking and demolition of existing house.
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)

or where sections are applicable

Practical completion of a section of the works	Intended date of possession of a section Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		10	12	R6 500
Section 1		10	9	R6 500
Section 2		10	12	R6 500
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the works				

Criteria to achieve **practical completion** not covered in the definition of **practical completion**.

1. Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate.
2. All relevant CoCs.
3. All guarantees.
4. Training on electrical, security and mechanical installations, including attendance registers, if contractually required.
5. Detailed operating and maintenance manuals, as-built drawings and commissioning documentation on electrical, security and mechanical installations as specified.
6. Maintenance manuals including cleaning instructions for all building items (internal and external finishes/materials, etc.)

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]

Applicable	If applicable, description of applicable elements
14.1	Emergency generator/s
14.2	Air conditioning system and plant
14.3	Security system/s (e.g. Access control, Intruder alarm, etc.)
14.4	Electrical equipment (e.g. Electric operated doors, Electric motors, etc.)
14.5	Lifts
14.6	Mechanical equipment (e.g. Fire detection, Fire suppression system, Kitchen equipment, etc.)
14.7	Civil works
14.8	Landscaping including automated systems (irrigation)
14.9	
14.10	

B 14.0 Payment [25.0]

Date of month for issue of regular payment certificates Refer [25.2]	25
Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5]	Applicable

If applicable, method to calculate	CPAP
Employer shall pay the contractor within: Refer [25.10]	Thirty (30) calendar days

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	Association of Arbitrators (Southern Africa)
Applicable rules for adjudication [30.6.2]	JBCC rules of Adjudication
Arbitration [30.7.4; 30.10] If Yes, name of nominating body * If No, then dispute will be referred to litigation	<div>Yes/No*</div> <div>Yes</div> Association of Arbitrators (Southern Africa)
Applicable rules for arbitration [30.7.5]	Association of Arbitrators (Southern Africa)

B 16.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]		Applicable
Availability of construction information [P2.3]		Applicable
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		Not Applicable
Previous work - defects - details of previous contract(s) [P3.2]		Not Applicable
Inspection of adjoining properties - details [P3.3]		Not Applicable
Handover of site in stages - specific requirements [P4.1]		Not Applicable
Enclosure of the works - specific requirements [P4.2]		Not Applicable
Geotechnical and other investigations - specific requirements [P4.3]		Not Applicable
Existing premises occupied - details [P4.5]		Not Applicable
Services - known - specific requirements [P4.6]		Applicable
Water [P8.1]	By contractor	Applicable
	By employer	
	By employer – metered	
Electricity [P8.2]	By contractor	Applicable
	By employer	
	By employer – metered	
Ablution and welfare facilities [P8.3]	By contractor	Applicable
	By employer	
Communication facilities - specific requirements [P8.4]		Not Applicable
Protection of the works - specific requirements [P11.1]		Not Applicable
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]		Applicable
Disturbance - specific requirements [P11.5]		Not Applicable

Environmental disturbance - specific requirements [P11.6]	Not Applicable
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B 17.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION

[Details of changes made to the provisions of JBCC standard documentation]

<p>1.1 Definitions</p> <p>AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and JBCC® contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representatives of the parties.</p> <p>CONSTRUCTION PERIOD: The period commencing on the date of possession of the site by the contractor and ending on the date of practical completion.</p> <p>CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information.</p> <p>INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State.</p> <p>PRINCIPAL AGENT: The person or entity appointed by the employer and named in the contract data for organs of state and other public sector bodies. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by the employer's representative as named in the contract data for organs of state and other public sector bodies.</p> <p>3.0 Offer and Acceptance</p> <p>Amend 3.3 to read as follows:</p> <p>This agreement shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0].</p> <p>6.0 Employer's Agents</p> <p>Add the following as 6.7:</p> <p>In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent. The employer shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4</p> <p>9.0 Indemnities</p> <p>9.2.7: Add the following to the end of the first sentence: "... due to no fault of the contractor".</p> <p>10.0 Insurances</p> <p>Add the following as 10.1.5.1:</p> <p>Hi Risk Insurance</p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground</p>
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<p>movement evident by sinkhole or doline formation the following will apply:</p> <p>10.1.5.1.1 Damage to the works</p> <p>The contractor shall, from the date of possession of the site until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary.</p> <p>When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs.</p> <p>10.1.5.1.2 Injury to persons or loss of or damage to property</p> <p>The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above</p> <p>The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract.</p> <p>10.1.5.1.3</p> <p>It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of possession of the site, but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so.</p> <p>10.1.5.1.4</p> <p>The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole.</p> <p>11.0 Securities</p> <p>Amend 11.10 to read as follows:</p> <p>There shall be no lien or right of retention held by any contractor in respect of the works executed on Site.</p> <p>11.5: Not applicable</p> <p>12.0 Obligations of the Parties</p> <p>Amend 12.1.5 to read as follows:</p> <p>Give possession of the site to the contractor within ten (10) working days of the contractor complying with the terms of 12.2.22.</p> <p>12.2.2: Not applicable.</p> <p>Add the following as 12.2.22:</p> <p>Within fifteen (15) working days of the date of the agreement submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993</p>
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	<p>(Act No 85 of 1993).</p> <p>19.0 Practical Completion</p> <p>19.5: Delete the words “subject to the contractor’s lien or right of continuing possession of the works where this has not been waived”.</p> <p>21.0 Defects Liability Period and Final Completion</p> <p>Add the following as 21.13:</p> <p>The ninety (90) calendar days defects liability period for the works [21.1] is replaced with a period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements.</p> <p>25.0 Payment</p> <p>25.7.5: Not applicable.</p> <p>Replace Clause 25.10 with the following: The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate, invoice and all other substantiating documentation for items certified in the payment certificate.</p> <p>25.14.2: Not applicable.</p> <p>27.0 Recovery of Expense and/or Loss</p> <p>27.1.5: Not applicable.</p> <p>29.0 Termination</p> <p>Add the following after 29.1.3:</p> <p>or where</p> <p>29.1.4: The contractor’s estate has been sequestrated, liquidated, or surrendered in terms of the insolvency laws in force within the Republic of South Africa.</p> <p>29.1.5: The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p>

PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:**C TENDERER'S SELECTIONS****C 1.0 Securities [11.0]**

Guarantee for construction: Select Option A or B

☐

Option A	Guarantee for construction (variable) by contractor [11.1.1]
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Option B	Guarantee for construction (fixed) by contractor [11.1.2]
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Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
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Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable
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C 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]**Contractor's selection**

Select Option A or B

☐Where the **contractor** does not select an option, Option A shall apply**Payment methods**

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio.
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Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works .
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Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

C 4.0 Adjustment of preliminaries [26.9.4]**Contractor's selection**

Select Option A or B

☐Where the **contractor** does not select an option, Option A shall apply.

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**.

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender.
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme .

Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**.

Option A	<p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required.</p> <p>Fixed - An amount which shall not be varied.</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations.</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4].</p>
Option B	<p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4].</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred.</p>

Failure to provide particulars within the period stated.

Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent.</p>
Option B	Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply.

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

PART C: THE CONTRACT Part C2: Pricing Data

C2.1 Pricing Assumptions

C2.1.1 BILLS OF QUANTITIES

The **bills of quantities / lump sum document** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, and all other relevant documentation.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

No alterations, erasures, omissions, or additions are allowed to be made to the text and/or conditions contained in these Bills of Quantities. If any such alteration, amendment, note or addition is made, it will not be recognised and the Bills of Quantities will be deemed to be as originally drawn up by the Quantity Surveyor.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

Should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent through NRCS SCM representative, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

The Tenderer is required to check the Bills of Quantities and the numbers of the pages and should any be found to be missing or in duplicate, or should any of the typing be indistinct, or any doubt of obscurity arise as to the meaning of any description or particulars of any item, or if this Tender Enquiry contains any obvious errors, then the Tenderer must immediately inform the Principal Agent and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Contractor having failed to comply with the foregoing instruction.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) variations of specified components in the make-up of a pay item may be expected; and
- (b) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

The price quoted against each item of this Bills of Quantities shall cover the full inclusive cost of the complete work to which it refers, as described in the Conditions of Contract and Specifications and as shown on the Drawings and shall allow for labour, material, transporting, loading, storage, supervision, commissioning, wastage, as well as the builders profit and attendance.

The tenderers are to ensure that they have read and understood the project specifications included in C3: Scope of Work. All the information provided in the Scope of Works form part of the work and must be included in the rates.

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require,

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender.

C2.1.2 VALUE ADDED TAX

The contract sum must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities / lump sum document shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. The rates must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. All rates and amounts quoted in the Bill of Quantities.

C2.1.3 CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

C2.1.4 ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Quantity Surveyor at the tender evaluation stage, as set out in the Tender Data.

C2.1.5 CONTRACT DOCUMENTS

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

C2.1.6 CONTRACT PRICE ADJUSTMENT (CPAP)

The Bills of Quantities document is not a fixed price contract and the Tenderers are to take note that contract price adjustments (CPAP) are applicable to this contract.

C2.1.7 PAYMENTS

Interim valuations and payments will be prepared on a monthly basis, all in terms of the conditions of contract.

The contractor is to note that no payment will be made for materials stored off site and in the case of materials being stored on site, payment will only be made for such materials on condition that they have not been delivered to the site prematurely, a tax invoice and proof of payment (ownership) is submitted by the Contractor.

C2.1.8 ACCOMMODATION ON SITE

It is imperative to note that living quarters for construction workers on site will not be permitted unless otherwise stated in the contract data or permission be granted by the Employer.

C2.2 Bills of Quantities

See separately bound documents.

PART C: THE CONTRACT

Part C3: Scope of Work

C3.1 Extent of the Works

C3.1.1 Extent of the Works

The scope of works includes but is not limited to the following:

The project includes renovations and additions to the existing premises. The main office building was partially burnt down. The first floor experienced major fire damage and the roof was lost. The ground floor was also affected to a lesser degree, although various areas suffered major damage. The existing main building is to be rebuilt from existing structures with a new double storey extension. The existing single storey outbuildings are to be fully renovated. A new entertainment deck is to be constructed. The existing storage facility is to be demolished and a new storage warehouse to be constructed. A new gate house is to be constructed as well as the installation of a new security perimeter fence.

C3.1.2 Buildings occupied

Buildings will not be occupied by the client during the construction process.

C3.1.3 Access

The site has two vehicular access points. The existing entrance is situated off Kipling Road and features masonry side walls earmarked to be retained. This entrance is approximately 3.3m wide. A secondary entrance is situated off Mary Boyd Road neighboured by residential buildings and allows access to a vacant portion of the site.

C3.2 Occupational health and safety specification

See separately bound document

PART C: THE CONTRACT

Part C4: Site Information

C4.1 Site Information

The proposed construction is to take place on erf 2901, corner Diaz and Kipling roads, Port Elizabeth

GPS co-ordinates : 33°56'36.17"S, 25°35'31.08"E



FIGURE 1: SITE LOCALITY PLAN – NRCS building.

C4.2 Geotechnical investigation report

The complete geotechnical report is available in electronic format upon request.

Table 6-1: Summary of Trial Pit Profiles NRCS Building, Gqeberha

Location	Trial Pit No.	Depth (m)	Description	Refusal Depth (mbgl)
Proposed New Guard House (Block G)	TP01	0.00 - 0.12	Silty SAND: Topsoil	1.40
		0.12 - 0.40	Silty SAND: Fill Material	
		0.40 - 0.50	Silty SAND: Colluvium	
		0.50 - 0.80	Highly to moderately weathered SANDSTONE: Peninsula Formation	
		0.80 - 1.40	Highly to moderately weathered SANDSTONE: Peninsula Formation	
Adjacent to Existing Building (Block A) (Foundation Exposure)	TP02	0.00 - 0.05	Silty SAND: Topsoil	0.70
		0.05 - 0.12	Silty SAND: Fill Material	
		0.12 - 0.20	Gravel and Cobbles in a sand matrix: Residual Sandstone Fill	
		0.20 - 0.35	Concrete pad foundation footing	
		0.35 - 0.70	Highly to moderately weathered SANDSTONE: Peninsula Formation	
Adjacent Block A In the area proposed for extension (Foundation Exposure)	TP03	0.0 - 0.12	Silty SAND: Topsoil	No Refusal
		0.12 - 0.50	Gravel and Cobbles in a silty SAND matrix: Fill Material	
		0.50 - 1.00	Concrete pad foundation footing	
		1.00 - 1.60	Gravel in a silty SAND matrix: Fill Material	
Between Existing Goods Storehouse (Block E) and Block A	TP04	0.00 - 0.13	Silty SAND: Topsoil	No Refusal
		0.13 - 0.50	Silty SAND with gravel: Engineered Fill	
		0.50 - 2.60	Gravel and Cobbles in a silty SAND matrix: Engineered Fill	
		2.60 - 3.00	Gravel and Cobbles in a silty SAND matrix: Engineered Fill	
Adjacent to Block E	TP05	0.00 - 0.10	Silty SAND: Topsoil	No Refusal
		0.10 - 0.20	Silty SAND: Fill Material	
		0.20 - 0.50	Gravel and Cobbles in a silty SAND matrix: Engineered Fill	
		0.50 - 0.80	Silty SAND with gravel: Engineered Fill	
		0.80 - 3.00	Gravel and Cobbles in a silty SAND matrix: Engineered Fill	
Proposed Boom Gate and New Parking Areas	TP06	0.00 - 0.10	Silty SAND: Topsoil	1.90
		0.10 - 0.17	Silty SAND: Fill Material	
		0.17 - 0.50	Gravel and Cobbles in a silty SAND matrix: Engineered Fill	
		0.50 - 1.90	Gravel and Cobbles in a silty SAND matrix: Engineered Fill	

*mbgl (meters below natural ground level)

Table 6-1: Summary of Trial Pit Profiles NRCS Building, Gqeberha

Location	Trial Pit No.	Depth (m)	Description	Refusal Depth (mbgl)
Proposed New Guard House (Block G)	TP01	0.00 - 0.12	Silty SAND: Topsoil	1.40
		0.12 - 0.40	Silty SAND: Fill Material	
		0.40 - 0.50	Silty SAND: Colluvium	
		0.50 - 0.80	Highly to moderately weathered SANDSTONE: Peninsula Formation	
		0.80 - 1.40	Highly to moderately weathered SANDSTONE: Peninsula Formation	
Adjacent to Existing Building (Block A) (Foundation Exposure)	TP02	0.00 - 0.05	Silty SAND: Topsoil	0.70
		0.05 - 0.12	Silty SAND: Fill Material	
		0.12 - 0.20	Gravel and Cobbles in a sand matrix: Residual Sandstone Fill	
		0.20 - 0.35	Concrete pad foundation footing	
		0.35 - 0.70	Highly to moderately weathered SANDSTONE: Peninsula Formation	
Adjacent Block A In the area proposed for extension (Foundation Exposure)	TP03	0.0 - 0.12	Silty SAND: Topsoil	No Refusal
		0.12 - 0.50	Gravel and Cobbles in a silty SAND matrix: Fill Material	
		0.50 - 1.00	Concrete pad foundation footing	
		1.00 - 1.60	Gravel in a silty SAND matrix: Fill Material	
Between Existing Goods Storehouse (Block E) and Block A	TP04	0.00 - 0.13	Silty SAND: Topsoil	No Refusal
		0.13 - 0.50	Silty SAND with gravel: Engineered Fill	
		0.50 - 2.60	Gravel and Cobbles in a silty SAND matrix: Engineered Fill	
		2.60 - 3.00	Gravel and Cobbles in a silty SAND matrix: Engineered Fill	
Adjacent to Block E	TP05	0.00 - 0.10	Silty SAND: Topsoil	No Refusal
		0.10 - 0.20	Silty SAND: Fill Material	
		0.20 - 0.50	Gravel and Cobbles in a silty SAND matrix: Engineered Fill	
		0.50 - 0.80	Silty SAND with gravel: Engineered Fill	
		0.80 - 3.00	Gravel and Cobbles in a silty SAND matrix: Engineered Fill	
Proposed Boom Gate and New Parking Areas	TP06	0.00 - 0.10	Silty SAND: Topsoil	1.90
		0.10 - 0.17	Silty SAND: Fill Material	
		0.17 - 0.50	Gravel and Cobbles in a silty SAND matrix: Engineered Fill	
		0.50 - 1.90	Gravel and Cobbles in a silty SAND matrix: Engineered Fill	

*mbgl (meters below natural ground level)

APPENDIX A: TENDER DRAWINGS

Refer to separate document/s.