

PORTION 1: TENDER

PART T1: TENDER PROCEDURES

TABLE OF CONTENTS

T1.1 TENDER NOTICE AND INVITATION TO TENDER.....2

T1.2 TENDER DATA.....3

T1.2 STANDARD CONDITIONS OF TENDER.....17

T1.1 TENDER NOTICE AND INVITATION TO TENDER

RTD03-2025/26

**CITY OF TSHWANE
ROADS AND TRANSPORT DEPARTMENT**

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF ROADS AND STORMWATER SYSTEMS IN MAHUBE VALLEY – PHASE 3 FOR A PERIOD OF 16 MONTHS

Tenders are hereby invited for the above tender.

Tenderers should have a CIDB contractor grading designation of **7CE** or higher.

The tender documents will be available on the City of Tshwane and national treasury official website (www.tshwane.gov.za) or www.etenders.gov.za

Tenders will be evaluated based on the **80/20** Preference Point System will be applied to this tender.

A **COMPULSORY BRIEFING MEETING** with a representative of the Employer will take place at Sammy Marks Council Chamber, 1st Floor, Sammy Marks Square, cnr Lilian Ngoyi and Madiba Street, Pretoria **on the 29 August 2025 at 10h00.**

The lowest or any tender will not necessarily be accepted, and the Municipality reserves the right to accept any tender as a whole or in part or no tender.

Tenders must remain valid for a period of **90 days** after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Municipality.

The closing time for receipt of tenders is **10h00 on the 15 September 2025.** Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the Divisional Head, Supply Chain Management, P O Box 1401, Pretoria, 0001 and must be submitted in the tender box situated at **Tshwane House, 320 Madiba Street, Pretoria, 0002.** Tenders will be opened at the latter address at the time indicated.

Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“Note: Bidders are required to submit electronic copies of the bid by memory stick/USB flash drive together with the hard copy of the Bid/Proposals”.

<u>ENQUIRIES:</u>	Employers Agent:	Mr. Hosana Ndlovu
	Tel (Office):	012 358 1096
	E-Mail:	hosanan@tshwane.gov.za

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure C of Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019)**, bound into Section T1.2

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

CLAUSE NUMBER		TENDER DATA
C.1.1	Actions	The Employer is City of Tshwane Metropolitan Municipality
C.1.2	Tender Documents	<p><u>Volume 1: Tender Document</u></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>T1.3 – Standard Conditions of Tender</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: Agreements and contract data</p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>C1.3 – Form of guarantee</p> <p>C1.4 – Guarantee (Cash deposit)</p> <p>C1.5 – Health and safety agreement</p> <p>C1.6 - Application for a permit to Department of labour to do construction work</p> <p>C1.7 – Adjudicators contract</p> <p>Part C3: Scope of work</p> <p>C3 – Scope of work</p> <p>Part C4: Site information</p> <p>C4 – Site information</p> <p><u>Volume 2: Tender Drawings</u></p>
C.1.3	Interpretation	Add the following new clause:
C.1.3.4		<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
C.1.4	Communication and Employer's Agent	<p>Agent: <i>Afrisa Consulting (Pty) Ltd</i></p> <p>Address: <u>23 VENTER STREET</u> <u>MBOMBELA</u> <u>1200</u></p> <p>Tel: 087 700 9200</p> <p>E-Mail: <i>arjan@afriisa.net</i></p>

CLAUSE NUMBER	TENDER DATA
C.2.1 Eligibility	<p>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 for a 7CE or higher class of construction work, are eligible to submit tenders.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of a joint venture is registered with the CIDB within 21 days of the closing date of tenderers; the lead partner has a contractor grading designation in the 6CE or higher 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 designation in accordance with the sum tendered for a 7CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
C.2.2 Cost of Tendering	<p>The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>
C.2.5 Reference Documents	<p>Add the following:</p> <p>Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> The document <i>“Standard Specifications for Municipal Civil Engineering Works”, Third Edition, 2005</i> issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. This document is obtainable free of charge on the website www.tshwane.gov.za. The latest print version as current at 30 days before close of tenders of the document <i>“General Conditions of Contract for Construction Works 3rd Edition, 2015”</i> including corrections thereto as current at 30 days before close of tenders, as published by the <i>South African Institution of Civil Engineering</i>. <p>The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za. The corrections may be downloaded from the SAICE website www.saice.org.za.</p>
C.2.7 Briefing meeting	<p>The arrangements for a compulsory briefing meeting are as stated in the tender notice and invitation to tender</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.</p> <p>Tender documents will be made available in the City of Tshwane website(www.tshwane.gov.za).</p>
C.2.8 Seek clarification	<p>Replace the clause with the following:</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least 7 (seven) working days before the closing time stated in the tender data.</i></p>
C.2.9 Insurance	<p>Add the following to the clause</p>

CLAUSE NUMBER	TENDER DATA
	<i>Accept that the submission of a tender shall be construed as an acknowledgement by the tenderer that he is satisfied with, where applicable, the insurance cover the Employer will affect under the contract.</i>
C.2.12 Alternative offers	Alternative tender offers will <u>not</u> be considered.
C.2.13 Submitting a tender offer	<ul style="list-style-type: none"> The tender offer <u>shall be completed in non-erasable black ink</u> Any entry made by the tenderer in the document which the tenderer desires to change, <u>shall not be erased or painted out.</u> A line shall be drawn through the incorrect entry and the correct entry shall be written above in <u>non-erasable black ink</u> and the <u>full signature</u> of the tenderer shall be placed next to the correction.
C.2.13.2	<p><u>Replace</u> the contents of the clause with the following:</p> <p><i>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</i></p> <p><i>All volumes are to be left intact in original format and no pages shall be removed or re-arranged</i></p>
C.2.13.3	<p>Parts of each tender offer communicated on paper shall be submitted as an original, plus a scanned copy in PDF format on a Memory stick/flash disc (USB).</p> <p>In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the <u>fully completed and signed</u> tender submission document.</p> <p>This is to be on a flash disc (USB) attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned, and be in full colour.</p>
C.2.13.4	<p><u>Add</u> the following to the clause</p> <p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i></p> <p><i>In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</i></p> <p><i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</i></p> <p><i>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</i></p> <p><i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include <u>a resolution of each company</u> of the joint venture together with a <u>resolution by its members</u></i></p>

CLAUSE NUMBER	TENDER DATA
	<p><i>authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i></p> <p><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
C.2.13.5	<p>The identification details are:</p> <p>Tender/Reference: RTD 03 2025/26</p> <p>Tender Description: Tender for the appointment of a Contractor for the Upgrading of Roads and Stormwater Systems in Mahube Valley – Phase 3 for a period of 16 Months</p> <p>Closing Time: 10:00</p> <p>Closing Date: 15 September 2025</p> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be submitted (HAND DELIVERED) at:</p> <p>Supply Chain Management Tshwane House 320 Madiba Street Pretoria CBD 0002</p> <p>Please note that the tender box is open 24 hours. Please ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.</p> <p>BIDDERS MUST PLEASE ENSURE THAT THEY SIGN THE SUBMISSION REGISTER UPON HANDING IN THE DOCUMENTS.</p>
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will <u>not</u> be accepted
C.2.13.10	<p>Add the following sub- clause C.2.13.10:</p> <p><i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i></p>
C.2.14 Information and data to be completed in all respects	<p>Add the following to the clause:</p> <p><i>The Tenderer is required to enter information in the following sections of the document:</i></p> <p>Section T2.2 : Returnable Schedules Section C1.1 : Form of Offer and Acceptance Section C1.2 : Contract Data (Part 2) Section C2.2 : Pricing Schedule</p> <p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p>

CLAUSE NUMBER	TENDER DATA
	<p><i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i></p> <p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p> <p><i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i></p> <p><i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i></p> <p><i>Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</i></p>
C.2.15 Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
C.2.16 Tender offer validity	<p>The tender offer validity period is 90 days.</p> <p>Add the following new clause</p>
C.2.16.5	<p><i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i></p>
C.2.16.6	<p>Add the following new clause:</p> <p><i>Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed</i></p>
C.2.18 Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19 Inspections, tests and analysis	<p>Add the following at the end of the clause:</p> <p><i>....or upon written request.</i></p>

CLAUSE NUMBER		TENDER DATA
C.2.20	Submit securities, bonds, policies, etc.	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the performance bond to the format included in Section C1.3 of Part C1 Agreements and Contract Data of this document.
C.2.23	Certificates	Refer to Part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C.2.24	<i>Conditions Associated with the Granting of Preferences</i>	<p>Add the following new clause</p> <p><i>The Tenderer, undertakes to:</i></p> <ol style="list-style-type: none"> <i>engage one or more Targeted Enterprises / Targeted Labour in accordance with the provisions of the SANS 1914 as varied in the Procurement Section of the Scope of Works;</i> <i>deliver to the Employer, within 5 working days of being requested in writing to do so, a Targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal requirements;</i> <i>accept the sanctions set out in the Scope of Works should such conditions be breached.</i>
2.25	<i>Canvassing and obtaining of additional information by tenderers</i>	<p>Add the following new clause</p> <p><i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employers' officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i></p> <p><i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i></p>
C2.26	<i>Prohibitions on awards to persons in service of the state</i>	<p>Add the following new clause</p> <p><i>The Employer is prohibited to award a tender to a person -</i></p> <ol style="list-style-type: none"> <i>who is in the service of the state; or</i> <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> <p><i>In the service of the state means to be -</i></p> <ol style="list-style-type: none"> <i>a member of:-</i> <ul style="list-style-type: none"> <i>any municipal council;</i> <i>any provincial legislature; or</i> <i>the National Assembly or the National Council of Provinces;</i> <i>a member of the board of directors of any municipal entity;</i> <i>an official of any municipality or municipal entity;</i> <i>an employee of any national or provincial department;</i> <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> <i>a member of the accounting authority of any national or provincial public entity; or</i> <i>an employee of Parliament or a provincial legislature.</i> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
		Add the following new clause

CLAUSE NUMBER	TENDER DATA
<p>C2.27 Awards to close family members of persons in the service of the state</p>	<p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</p> <ul style="list-style-type: none"> a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Part T2 of this procurement document must be completed.</p>
<p>C2.28 Vendor registration</p>	<p>Add the following new clause</p> <p>The contractor will required registering as a supplier/ service provider on the City of Tshwane's vendor register before any payment can be done.</p> <p>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</p> <p>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from</p> <p>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this http://www.tshwane.gov.za/business/supplychain/vendor registration clause.</p>
<p>C2.29 Tax</p>	<p>Add the following new clause</p> <p>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</p> <p>The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation.</p> <p>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non- compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</p> <p>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</p>
<p>C.3.1 Respond to requests from the tenderer</p> <p>C.3.1.1</p>	<p>The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.</p>

CLAUSE NUMBER		TENDER DATA						
C.3.4	Opening of tender submissions	Upon request tenders will be opened immediately after the closing time for tenders. Bidders are also requested to refer to the City's website where the closing register will be published.						
C.3.8	Test for responsiveness	Add the following to the sub-clause: Failure on the part of the Tenderer to submit a tender offer as stipulated in clause C2.13 prior to the closing time as stipulated in clause C2.15 shall be just cause for the Employer to consider the tender offer as being non-responsive. Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause C2.23 within the period stipulated shall be just cause for the Employer to consider the tender offer as being non-responsive.						
C.3.8.2								
C.3.9	Arithmetical errors, omissions and discrepancies	Replace the contents of the clause with the following: Check responsive tender offers for arithmetical errors, correcting them in the following manner: a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the corrected total of the prices shall govern. c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern. Notify a tenderer upon written request received after the closing date of tenders of all arithmetical errors made by that particular tenderer.						
C.3.11	Evaluation of tender offers	Add the following new clause: Stages of Evaluation. The following stages of evaluation will be applicable for this tender Stage 1: Administrative Compliance Stage 2: Mandatory Requirements Stage 3: Preference Points System 80/20 1.1 STAGE 1: ADMINISTRATIVE COMPLIANCE All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents. <table border="1"> <thead> <tr> <th>Compulsory Returnable Documentation (Submission of these are compulsory)</th><th>Submitted (YES or NO)</th><th>Checklist (Guide for Bidder and the Bid Evaluation Committee)</th></tr> </thead> <tbody> <tr> <td>a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> Tax compliance status PIN. or Central Supplier Database (CSD) </td><td></td><td>Tax status must be compliant before the award.</td></tr> </tbody> </table>	Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)	a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> Tax compliance status PIN. or Central Supplier Database (CSD) 		Tax status must be compliant before the award.
Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)						
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> Tax compliance status PIN. or Central Supplier Database (CSD) 		Tax status must be compliant before the award.						

CLAUSE NUMBER	TENDER DATA		
	b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid.
	c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
	d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
	e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of		All documents fully completed (i.e. no blank spaces)? All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be

CLAUSE NUMBER	TENDER DATA		
	<p>authority should be submitted with the bid document.</p> <p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></p>		<p>required? Documents completed in black ink (i.e. no “Tippex” corrections, no pencil, no other colour ink, or non-submission of the MBD forms, will be considered)?</p>
	<p>f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from date of existence for companies less than three years old.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof that the bidder is not required by law to prepare audited financial statements.</p>
	<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p>NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p>
	<p>h) Bidder attended a compulsory briefing session where applicable</p>		<p>A compulsory briefing register must be signed by the bidder.</p>

CLAUSE NUMBER	TENDER DATA		
			Bidders will be disqualified should they fail to attend compulsory briefing session
	i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified. Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto. Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.
1.2 STAGE 2: MANDATORY REQUIREMENTS			
The following information is mandatory, failure to provide any of them, will render the bidder disqualified:			
Mandatory criteria		Supporting evidence	
CIDB Grading of 7CE or higher.		Valid CIDB grading certificate	
Company’s Experience		The tendering company must have experience of at least two successfully completed roads and stormwater systems project with the largest of these projects valued at a minimum of R9 million (attach appointment letters and completion certificates as proof).	
Performance Guarantee		Letter of intent – performance guarantee	
Construction Manager - The Construction Manager must have a minimum qualification of a National Diploma in Civil Engineering or equivalent qualification coupled with a minimum 5 years’ experience.		Curriculum vitae and certified copy of qualification	

CLAUSE NUMBER	TENDER DATA				
	<p>Health and Safety Officer must be registered with the South African Council for Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Officer (CHSO).</p>	<p>Certified copy of SACPCMP Registration Certificate</p>			
	<p>1.3 STAGE 3:PREFERENCE POINT SYSTEM</p> <p>The preferential point system used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022</p> <ul style="list-style-type: none"> • 80 points for price • 20 points for specific goals <p>Add the following new clause:</p> <p><i>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</i></p> <p><i>The following formula must be used to calculate the points for price in respect of tenders with a Rand value below R50 million (all applicable taxes included):</i></p> $P_s = 80 \times \left[1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right]$ <p><i>Where</i></p> <p><i>P_s = Points scored for comparative price of tender or offer under consideration;</i></p> <p><i>P_t = Comparative price of tender or offer under consideration; and</i></p> <p><i>P_{min} = Comparative price of lowest acceptable tender or offer.</i></p> <ul style="list-style-type: none"> • <i>A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.</i> • <i>The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.</i> • <i>Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.</i> <p><i>20 points for Specific goals (service provider to submit the certified copy of the specific goals). Refer to Table 1 below:</i></p> <table border="1" data-bbox="512 1870 1442 2038"> <tr> <td data-bbox="512 1870 804 2038">Specific goals</td><td data-bbox="804 1870 1050 2038">80/20 preference point system</td><td data-bbox="1050 1870 1442 2038">Proof of specific goals to be submitted</td></tr> </table>		Specific goals	80/20 preference point system	Proof of specific goals to be submitted
Specific goals	80/20 preference point system	Proof of specific goals to be submitted			

CLAUSE NUMBER	TENDER DATA		
	BB-BEE score of companies <ul style="list-style-type: none"> Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 Non-compliant 	<ul style="list-style-type: none"> 8 Points 7 Points 6 Points 5 Points 4 Points 3 Points 2 Points 1 Point 0 Points 	Valid Certified copy of BBEE certificate. For EME's and QSE's copy of a valid Sworn affidavit.
	EME and/ or QSE	2 Points	Valid Sworn affidavit
	At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s
	At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers)
	At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s
	Local Economic participation <ul style="list-style-type: none"> City of Tshwane Gauteng National 	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.

CLAUSE NUMBER	TENDER DATA
C.3.13 Acceptance of Tender Offer	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a.) the tenderer has complied in full with all the eligibility criteria b.) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no.7 of 2017/18 c.) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Section C1.3 of this procurement document; d.) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. e.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; f.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; g.) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. h.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; i.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; j.) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
C.3.17 Copies of Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderer.

T1.3 STANDARD CONDITIONS OF TENDER

TABLE OF CONTENTS

C.1	General	19
C.1.1	Actions	19
C.1.2	Tender Documents	19
C.1.3	Interpretation	19
C.1.4	Communication and Employer's agent	20
C.1.5	Cancellation and re-invitation of tenders	20
C.1.6	Procurement procedures.....	20
C.1.6.1	General	20
C.1.6.2	Competitive negotiation procedure	20
C.1.6.3	Proposal procedure using the two stage-system	21
C.2	Tenderer's obligations.....	21
C.2.1	Eligibility.....	21
C.2.2	Cost of tendering	21
C.2.3	Check documents.....	21
C.2.4	Confidentiality and copyright of documents	21
C.2.5	Reference documents.....	22
C.2.6	Acknowledge addenda	22
C.2.7	Clarification meeting	22
C.2.8	Seek clarification	22
C.2.9	Insurance.....	22
C.2.10	Pricing the tender offer	22
C.2.11	Alterations to documents.....	22
C.2.12	Alternative tender offers.....	22
C.2.13	Submitting a tender offer.....	23
C.2.14	Information and data to be completed in all respects	23
C.2.15	Closing time	23
C.2.16	Tender offer validity	24
C.2.17	Clarification of tender offer after submission	24
C.2.18	Provide other material	24
C.2.19	Inspections, test and analysis.....	24
C.2.20	Submit securities, bonds, policies, etc.	24
C.2.21	Check final draft.....	24
C.2.22	Return of other tender documents	25
C.2.23	Certificates	25
C.3	The employer's undertakings	25
C.3.1	Respond to requests from the tenderer	25
C.3.2	Issue addenda	25
C.3.3	Return late tender offers.....	25
C.3.4	Opening of tender submissions	25
C.3.5	Two-envelope system.....	26
C.3.6	Non-disclosure	26
C.3.7	Grounds for rejection and disqualification	26
C.3.8	Test for responsiveness	26
C.3.9	Arithmetical errors, omissions and discrepancies	26
C.3.10	Clarification of a tender offer	27
C.3.11	Evaluation of tender offers	27
C.3.11.1	General	28
C.3.12	Insurance provided by the employer	28
C.3.13	Acceptance of tender offer	28
C.3.14	Prepare contract documents.....	29
C.3.15	Complete adjudicator's contract.....	29
C.3.16	Notice to unsuccessful tenderers.....	29

Contract: RTD 03-2025/2026: Tender for the appointment of a Contractor for the Upgrading of Roads and Stormwater Systems in Mahube Valley – Phase 3 for a period of 16 Months

Part T1: Tender Procedures

C.3.17 **Provide copies of the contracts..... 29**

C.3.18 **Provide written reasons for actions taken 29**

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 only required for tender evaluation purposes, shall not 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 which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the 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 only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the Employer's agent are stated in the tender data.

C.1.5 Cancellation and re-invitation of tenders

C.1.5.1 An organ of state may, prior to the award of the tender, cancel the tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure;
- (c) no acceptable tenders are received; or
- (d) there is a material irregularity in the tender process.

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

C.1.5.3 An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for a second time.

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 not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of 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 complies 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 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 may 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 may only be considered in the event that the main tender 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, services or supply 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, 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 non-responsive.

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

C.2.19 Inspections, test 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 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 of his prices.

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.

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

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

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	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

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 unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial

resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

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.3.16.2 After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

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.