

HESSEQUA MUNICIPALITY

TENDER NO. HES-CORP 02/2122

THE CONSTRUCTION OF A NEW BUSINESS HUB - KWANOKUTHULA

PART C3: SCOPE OF WORKS

- C3.1 Conditions of tender**
- C3.2 General Conditions of Contract**
- C3.3 Special Conditions of Contract**
- C3.4 Project- and OHS Specifications**
- C3.5 Particular Specifications**
- C3.6 CIDB Grading**
- C3.7 Drawings**
- C3.8 Required GIS information from Hessequa Municipality**

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PART C3.1: CONDITIONS OF TENDER

CT 1 **TENDER DOCUMENTS**

A set of tender documents can be obtained at a non-refundable cost of R300 including VAT. Tender documents can only be obtained at the **compulsory site and information meeting** which will take place at **10h00 on Wednesday, 02 February 2022 at the Hessequa Municipal Offices at Riversdale.(Glaskas)**

CT 2 **SOUTH AFRICAN CURRENCY**

All deposits and payments shall be made in the currency of the Republic of South Africa (Rand) and only by cheques made payable to the Employer. The Employer will be entitled to cash all cheques.

CT 3 **UNIT PRICES**

The Tenderer shall enter a rate to each item in the schedule of quantities, whether quantities are stated or not.

The Tenderer may not group items together and tender one lump sum for such group of items. The Tenderer also may not indicate against any item that full compensation for such item has been included in another item. A rate of R0-00 shall be assumed for such items.

In the event of a discrepancy between the product of the rate and the quantity of any payment item and the total amount of such item found during the adjudication of tenders, the unit rate shall be deemed correct and shall be applicable to the contract.

All rates shall **exclude** value added tax (VAT). Separate provision has been made in the summary of the schedule of quantities for the payment of value added tax. The final amount payable to the Contractor for value added tax shall be based on the final certified contract price.

The tendered rates and amounts shall however **include** all levies and other taxes and duties on all items to which they apply.

CT 4 **FORM OF TENDER**

All tenders shall be submitted on the **form of tender** incorporated into this document. The form of tender shall not be removed from this document. The complete document with all schedules duly completed and signed shall be submitted before the closing date and time of tender. The completion period shall be clearly stated on the appendix to the form of tender.

Mistakes made by the Tenderer in the completion of the schedule of quantities, forms, etc., shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialled by the Tenderer. The use of products such as Tipp-Ex is strictly forbidden. Failure to observe this rule may lead to the tender being disqualified.

CT 5 **INCOMPLETE TENDERS**

Tenders may be rejected if they contain additional items not included in the original documents, or if they contain conditional or incomplete offers and irregularities of any nature in the form of tender, or in the completed schedule of quantities.

CT 6 **WITHDRAWAL OF TENDERS**

A Tenderer may, without incurring any liability, withdraw his tender provided written advice to that effect reaches the Employer before the expiry of the time fixed in the tender notice for receiving tenders.

CT 7 **CHECKING OF TENDER DOCUMENTS**

The Tenderer shall satisfy himself that the set of contract documents is complete and in accordance with the index. If any page has been omitted or duplicated, or if the script or dimensions, or anything else in the contract documents is indistinct, or if doubt exists as to the meaning of any description, or if the contract document contains any obvious errors, the Tenderer shall immediately notify the Engineer accordingly, in writing, so that such discrepancy or indistinctness can be clarified and rectified, as the Employer or the Engineer will not accept any responsibility or consider any claim in connection with such discrepancy or indistinctness, which are not rectified during the tender period.

The Contractor shall rectify, at his own cost, any work not complying with the contract documents and drawings due to the incorrect interpretation of the specifications and drawings.

CT 8 **EXPENSES DUE TO PREPARATION AND SUBMISSION OF TENDER DOCUMENTS**

The Employer shall not be liable for any expenses or losses incurred by the Tenderer due to visiting the site and the preparation and/or submission of the tender documents.

CT 8.1 **SEALING AND MARKING OF TENDERS**

All tenders shall be submitted under sealed cover. The envelope shall be addressed to the Employer and endorsed as described in the tender notice and placed in the tender box of the Employer or mailed to reach the Employer before closing date and time of tender.

The Employer retains the right to consider telegraphic tenders on condition that the tender document was completed and posted prior to the stipulated tender closing date and time and that the date and time of posting is verified by the post office stamp on the envelope. The tender number and a short description of the tender enquiry shall appear in the left-hand corner of the envelope and the address of the Tenderer on the back of the envelope.

Any tender which is delivered to an address other than the one stipulated in the tender notice will not be accepted, except in the case of telegraphic tenders which comply with the applicable conditions. Tenders may not be handed in at other offices of the Employer or the Engineer.

CT 8.2 TELEGRAPHIC TENDERS

Tenders per facsimile or e-mail will be rejected.

CT 8.3 OPENING OF TENDERS

The Employer or his mandatory representative will open the tenders in public, shortly after the closing time of tenders. The name of the Tenderer, the total tender price and the contract completion period of all tenders received will be announced to all Tenderers present at the opening.

CT 8.4 LATE TENDERS

Tenders received after the closing date and time, or which are incomplete, shall be declared invalid in terms of Article 172 of Ordinance 20 of 1974 and will not be submitted for consideration.

CT 8.5 PERIOD OF VALIDITY

Tenders whether for a part of or for the whole of the works shall remain valid for a maximum period as stipulated in PART C1.2 : CONTRACT DATA – PART 1: DATA PROVIDED BY THE EMPLOYER, or the period between the date upon which tenders close and the date of the letter of acceptance.

CT 9 ACCEPTANCE OR REJECTION OF TENDERS

The Employer does not bind himself to accept the lowest or any tender and reserves the right to accept any tender. No reason for the acceptance or rejection of any tender will be given. Tenders will be strictly evaluated according to the functionality criteria as set out under CT 13.4 and the 80/20 points system as set out under item CT 13.6.

CT 10 SIGNING OF CONTRACT

The successful Tenderer shall sign the contract agreement within 21 (twenty-one) days after receiving notification that his tender has been accepted or such extended period which the Employer may grant. Should a Tenderer withdraw his tender during the period of its validity or fail to furnish the required bond of suretyship offered then he shall be liable for and pay to the Employer all expenses incurred in calling for fresh tenders, as well as the difference between his tender and any less favourable tender accepted.

CT 11 FINANCIAL INVESTIGATION

Tenderers must be prepared to furnish the following documentation at own cost within 7 (seven) days of being called upon to do so:

CT 11.1 Audited financial statements for the past three financial years plus a certified financial statement covering the period from the end of the last financial year to date. If audited statements are not readily available provisional certified statements must be submitted. Such certified statements must be accompanied by:

- A resolution of the board of directors authorising the signatory to certify such statements;
- An extract of the relevant memorandum and article(s) of association from which it is clear that the company is empowered to issue such statement.

CT 11.2 In the event of the company's contractual obligations being guaranteed by another company or other companies, the following must be furnished:

- A resolution of the board of directors of the backing company/companies granting authority for such guarantee.
- An extract from the relevant memorandum and article(s) of association of the backing company/companies from which it is clear that the company/companies is/are empowered to issue such guarantee.
- Details of the relevant guarantee, i.e. period of validity, to what extent guaranteed, the source of funds and the precise nature of the company's obligations.
- Audited financial statements in respect of the backing company/companies on the same basis as set out in paragraph 12.1.

CT 11.3 A list of all major shareholders indicating the percentage shareholding of each.

CT 11.4 Cash-flow details reflecting anticipated receipts and expenditure during the contract period, in respect of:

- (a) the specific contract; - and
- (b) all other contracts.