

EASTERN CAPE RURAL DEVELOPMENT AGENCY



TENDER FOR

MBIZANA RED HUB MILL UPGRADE

TENDER NO: SCMU 04 – 2025 2026

TENDERER:

CLOSING DATE: 09 July 2025

CLOSING TIME: 11:00 am

PREPARED BY:

HSC CONSULTING
18 St Marks Road
Southernwood
East London, 5201

PROCURING ENTITY:

EASTERN CAPE RURAL DEVELOPMENT AGENCY
2nd Floor, Phase 3
3-33 Philip Frame Road
Waverley Office Park
Chiselhurst,
East London, 5201
Website: www.ecrda.co.za

EASTERN CAPE RURAL DEVELOPMENT AGENCY
Mbizana Red Hub Mill Upgrade
TENDER No

PARTICULARS OF BIDDER

Name of Bidder	
Contact Person:	
Postal Address	
Street Address	
Telephone Number	Code: Number:
Cellphone Number	
Facsimile Number	Code: Number:
E-Mail Address	
CSD Supplier Number (National Treasury)	
CIDB CRS Number	
Vat Registration Number	

EASTERN CAPE RURAL DEVELOPMENT AGENCY

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T.1: TENDERING PROCEDURES

T.1.1 -TENDER NOTICE AND INVITATION TO TENDER



The Eastern Cape Rural Development Agency (ECRDA) hereby invites experienced and competent service providers to submit bids as outlined below.

Description	Evaluation Criteria	Compulsory Briefing Session	CIDB Grading	Closing Date and Time
SCMU 04 – 2025/26: Upgrading of the existing mill machine at Mbizana RED Hub	80/20 Preference Point System	Yes	4 ME of Higher	09 July 2025 @ 11h00

Bid documents outlining the detailed requirements and terms of reference will be obtainable from ECRDA website (www.ecrda.co.za) or via email upon request.

A compulsory briefing session shall be held at Mbizana RED Hub, Ku Dyifani Village on 19 June 2025 @ 11h00. Co-ordinates: Latitude: -30.870811° and Longitude: 29.749876°

Administrative Enquiries should be directed to Mr A Langa – Telephone: 043 703 6300 or email: langaa@ecrda.co.za

NB: Telephonic, telex, facsimile and late bids will not be accepted.

ECRDA reserves the right not to appoint.

T.1.2 - TENDER DATA

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender 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 marked "F" in the abovementioned Standard Conditions of Tender.

The additional conditions of tender are:

Clause number (refer to Annex F)	Tender Data
F.1.1	The employer is EASTERN CAPE RURAL DEVELOPMENT AGENCY
F.1.2	The tender documents issued by the employer comprise: Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender. T1.2 Tender data Part T2: Returnable Documents T2.1 List of returnable documents T2.2 Returnable schedules THE CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's Contract Part C2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bill of Quantities Part C3: Scope of work C3 Scope of work Part C4: Site information C4 Site information
F.1.4	All communication shall be directed to: Name: Mr A Langa Address: ECRDA Offices 2nd Floor, Phase 3 3-33 Philip Frame Road Waverley Office Park, Chiselhurst East London E-mail: Langa@ecrda.co.za Telephone Number: 043 703 6300

F.2.1	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 in the advertised grade of construction work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and 3. 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 the advertised grade of construction work
	Relevant Experience of Tenderer The experience of the tender in similar projects or similar areas and conditions in relation to the required service as described in the scope of work over the last 5 years will be evaluated. Where applicable the project value can be adjusted to reflect the impact of inflation, using the Consumer Price Index (CPI) with the completion date being taken as the base date for the calculation. Please state the completion cost and date, as well as the inflation adjusted cost where an adjustment has been made.
F.2.7	The arrangements for a compulsory site meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance register in the name of the tendering entity. Addenda, if applicable, will only be issued to tenders whose names appear on the tender register as having attended the compulsory site meeting/briefing.
F.2.12	Not applicable on this Bid If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The Employer reserves the right to accept/decline alternative offers. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's cost of confirming the acceptability of the detailed design before it is constructed.
F.2.13.3	Only original duly signed (by authorised representative) and completed bid document (hardcopy) MUST be submitted inclusive of the terms and conditions of this bid document with any attachments/annexures /returnable required for this Bid. A PDF soft copy of the bid document will not be considered All bid documents are to be completed in permanent ink. No alterations of the Bid Document will be allowed. No correction fluid will be allowed. Corrections should be initiated.

F.2.13.5 F.2.15.1	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Tender Box at the Offices of the Eastern Cape Rural Development Agency 2nd Floor, Phase 3, 3-33 Philip Frame Road, Waverly Office Park, Chiselhurst, East London, 5201
F.2.13.6 F.3.5	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 90 days.
F.2.18	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.
F.2.19	Access shall be provided for the following inspections, tests and analysis: The site is available for viewing the location of the works.
F.2.20	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 Contract Data/Contract of this procurement document
F.2.23	The tenderer is required to submit with his tender: 1) Tax Compliance Bidders must ensure compliance with their tax obligations. In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status. The bidders' Tax status will be verified on the CSD prior to bid award and where the preferred bidders is not compliant up to 7 working days will be granted for remedy, failing which the bidder will be disqualified.
F.3.4	Opening of the Bids Tenders will be opened immediately after the closing time for tenders at: EASTEN CAPE RURAL DEVELOPMENT AGENCY 2nd Floor, Phase 3, 3-33 Philip Frame Road, Waverley Office Park, Chiselhurst, East London, 5201 There will be no discussions with any Bidder/Interested Party that Submitted Proposals/Bids until the final award.

F.3.11	Evaluation Criteria This bid is subject to Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 as applicable to provincial government business enterprises as listed under schedule 3(D) of the Public Finance Management Act. The procedure for evaluation of tenders is as follows: Stage 1 Mandatory Tender Returnables Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified. Stage 2 Special Conditions Involves an evaluation of Compliance with Special Conditions as outlined in the bid document Stage 3 Preferential Procurement points: Bids that meet the technical specifications will be evaluated further in terms of the 80/20 preference point system. The preference point's claim is in terms of the Preferential Procurement Regulations 2022. <table border="1" data-bbox="325 757 1426 875"> <tr> <td>As per the table below, price is evaluated over 80 points and preference points over 20.</td><td>80 Points</td></tr> <tr> <td>Price Assessment</td><td>80 Points</td></tr> <tr> <td>Specific Goals:</td><td>20 Points</td></tr> </table>	As per the table below, price is evaluated over 80 points and preference points over 20.	80 Points	Price Assessment	80 Points	Specific Goals:	20 Points
As per the table below, price is evaluated over 80 points and preference points over 20.	80 Points						
Price Assessment	80 Points						
Specific Goals:	20 Points						
F3.13	Tender offers will only be accepted if: - the tenderer's tax matters have been declared by the South African Revenue Service to be in order; - the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; - 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; - the tenderer has not: - abused the Employer's Supply Chain Management System; or - failed to perform on any previous contract and has been given a written notice to this effect; and - has completed the Compulsory Enterprise Questionnaire and that 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. - The tenderer has complied with the local production and content requirements.						
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one.						

Annex F

(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill 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;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. 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.

F.1.5 Cancellation and Re-Invitation of Tenders

F.1.5.1 An organ of state 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 services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F.1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of

F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F2.2.1 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.

F2.2.2 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.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all 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.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer 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.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds 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.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

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

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate 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 BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) 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.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

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

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

$P_{\min}$ = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- (4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

- (5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

90/10

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

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,
- 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.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

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

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

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

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

T.2 - RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

Returnable Schedules Required for Tender Evaluation Purposes

- T2.1.1 Joint-Venture Requirements
- T2.1.2 Compulsory Enterprise Questionnaire
- T2.1.3 Record of Addenda to Tender Document
- T2.1.4 Proposed Amendments and Qualifications
- T2.1.5 Schedule of Subcontractors
- T2.1.6 Form in terms of the Functional Requirements
- T2.1.7 Experience of Tenderer & Key Personnel
- T2.1.8 National Treasury: Central Supplier Database
- T2.1.9 Compulsory Vat Registration and Valid Current Tax Clearance Certificate or SARS Verification PIN
- T2.1.10 Contracts Awarded to the Tenderer by an Organ of State
- T2.1.11 Confirmation of Tenderer's Visit To The Site
- T2.1.12 Certificate of Authority for Signature
- T2.1.13 Alterations by bidder
- T2.1.14 Company Registration
- T2.1.15 SBD 4: Declaration of Interest (in the Service of the State)
- T2.1.16 SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2022

Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data

Pricing Data

- C2.1 Pricing Instructions
- C2.2 Pricing Schedules / Activity Schedule / Bill of Quantities
- C3 Scope of Work
- C4 Site Information

T.2.1.1 JOINT VENTURE REQUIREMENTS

DEFINITION:- “**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.

Should a group of companies/firms and/or interested parties wish to enter into a joint venture/consortium agreement the following minimum requirements must be met:-

1. A copy of the fully signed joint venture/consortium agreement must be attached.
2. Each member of the joint venture/consortium must provide a Tax Clearance Certificate
3. After award of a contract to a joint venture, the successful joint venture partners must provide a joint venture Tax Clearance Certificate and the joint venture banking details.
4. A trust, consortium or joint venture will qualify for points of their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

THE JOINT VENTURE/CONSORTIUM AGREEMENT MUST CONTAIN THE FOLLOWING:

- a. Who the managing member will be.
- b. Who the signatory of authority will be as confirmed by each joint venture partner.
- c. How the joint venture/consortium share of profit will be split.
- d. The bank account details where payments will be deposited into.
- e. The agreement must be signed by all parties.

T.2.1.2 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		
Name*	Identity number*	Personal income tax number*
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners		
Section 5: Particulars of companies and close corporations		
Company registration number		
Close corporation number		
Tax reference number		
Date of Establishment		
Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.		
Section 7: The attached SBD 6 must be completed for each tender and be attached as a requirement.		
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:		
i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order; ii) confirms that the 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; iii) 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; iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.		

Signed

Date

Name

Position

**Enterprise
name**

T.2.1.3 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

T.2.1.4 PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

T.2.1.5 SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following Subcontractors 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 Subcontractors 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.

Selected and Nominated Sub-Contractors are required to be registered with the CIDB.

It is noted that Domestic Sub-Contractors do not need to be registered with the CIDB.

In terms of the PPPFA Act 2000: Preferential Procurement Regulations 2022 -

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

No	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1.			
2.			
3.			
4.			
5.			

T2.1.6 FORM IN TERMS OF TECHNICAL REQUIREMENTS

Experience of Bidder: (Details to be entered on Schedule in Returnables)	Allocated Points
Similar Projects	30
- List of Three similar projects undertaken together with reference letters for each similar project completed. For a similar project to be considered, a fully signed Completion Certificate, or Practical Completion Certificate must be submitted for <u>each</u> project. Failure to submit the Completion Certificate will result in the project not being considered. A similar project is defined as: - Supply, install, commission and test of industrial machinery 10 points per project completed, to a maximum of 3 projects Bidders must indicate on <u>Form T2.1.7</u> (Schedule 1 and Schedule 2) similar works undertaken, providing full details of the works undertaken in each area.	
Expertise of Key Personnel	70
For each Key Personnel member proposed, (T2.1.7.1) must be fully completed and a shortened CV (T2.1.7.2) must be submitted, together with certified copies of qualifications/certificates. Each CV should be structured under the following headings: - Personal particulars - Name - Date and place of birth - Place(s) of tertiary education and dates associated therewith. - Qualifications (degrees, diplomas etc.) - Overview of post qualification experience (year, organization and position) - Outline of recent and current assignments / experience that has bearing on the required service and extent of involvement of this project - Contact references.	
Contracts Manager:	35
Contracts Manager has ND Engineering and 10 years or more verifiable post qualification experience.	35
Contracts Manager has ND Engineering and 1 to 3 years verifiable post qualification experience.	25
Contracts Manager has ND Engineering and less than 1-year verifiable post qualification	10
Site Agent:	35
Site Agent has N3 Engineering certificate and 5 years or more verifiable post qualification experience.	35

Site Agent has N3 Engineering certificate and 2 to 5 years verifiable post qualification experience.	25
Site Agent has N3 Engineering certificate and less than 2 years verifiable post qualification experience.	10
TOTAL MAXIMUM ACHIEVEABLE POINTS	100
MINIMUM POINTS REQUIRED	70

T2.1.7 EXPERIENCE OF TENDERER

LIST OF SUCCESSFULLY COMPLETED PROJECTS FOR EVALUATION

Bidders to furnish details of projects related to this specific project, that they have successfully undertaken.

- Projects should be of similar nature i.e Supply, install, commission and test any industrial machinery.

A copy of a fully signed Completion Certificate to be attached for each project listed in order for the project to be considered and counted during the compliance criteria assessment. Failure to submit will result in the project not being considered/counted.

SIMILAR PROJECT 1	
EMPLOYER / INSTITUTION NAME	
PROJECT NAME	
NATURE OF PROJECT (Bidders to state areas of work which are similar to this tender)	
AWARDED AMOUNT	
PROJECT COMMENCEMENT DATE	
PROJECT COMPLETION DATE	
CONTACTABLE REFERENCES	
Name and Surname	Telephone number

SIMILAR PROJECT 2	
EMPLOYER / INSTITUTION NAME	
PROJECT NAME	
NATURE OF PROJECT (Bidders to state areas of work which are similar to this tender)	
AWARDED AMOUNT	
PROJECT COMMENCEMENT DATE	
PROJECT COMPLETION DATE	

CONTACTABLE REFERENCES	
Name and Surname	Telephone number

SIMILAR PROJECT 3	
EMPLOYER / INSTITUTION NAME	
PROJECT NAME	
NATURE OF PROJECT (Bidders to state areas of work which are similar to this tender)	
AWARDED AMOUNT	
PROJECT COMMENCEMENT DATE	
PROJECT COMPLETION DATE	
CONTACTABLE REFERENCES	
Name and Surname	Telephone number

SIMILAR PROJECT 4	
EMPLOYER / INSTITUTION NAME	
PROJECT NAME	
NATURE OF PROJECT (Bidders to state areas of work which are similar to this tender)	
AWARDED AMOUNT	
PROJECT COMMENCEMENT DATE	
PROJECT COMPLETION DATE	
CONTACTABLE REFERENCES	
Name and Surname	Telephone number

SIMILAR PROJECT 5	
EMPLOYER / INSTITUTION NAME	
PROJECT NAME	
NATURE OF PROJECT (Bidders to state areas of work which are similar to this tender)	
AWARDED AMOUNT	
PROJECT COMMENCEMENT DATE	
PROJECT COMPLETION DATE	
CONTACTABLE REFERENCES	
Name and Surname	Telephone number

SIMILAR PROJECT 6	
EMPLOYER / INSTITUTION NAME	
PROJECT NAME	
NATURE OF PROJECT (Bidders to state areas of work which are similar to this tender)	
AWARDED AMOUNT	
PROJECT COMMENCEMENT DATE	
PROJECT COMPLETION DATE	
CONTACTABLE REFERENCES	
Name and Surname	Telephone number

T 2.1.7.1 Expertise of Key Personnel

Please complete the table below for a full time suitably qualified and experienced Personnel as below with a minimum of;

1. Contracts Manager:
 - ND Mechanical Engineering,
 - Years verifiable post qualification experience

Position	Contracts Manager
Name	
Formal qualifications	
Years of experience (Post qualification)	
Currently employed by Tenderer (yes / no)?	

Attach curriculum vitae and certified copies of qualifications

2. Site Agent:
 - N3 Engineering Certificate,
 - Years or more verifiable post qualification experience

Position	Site Agent
Name	
Formal qualifications	
Years of experience (Post qualification)	
Currently employed by Tenderer (yes / no)?	

Attach curriculum vitae and certified copies of qualifications.

Signed Date

Name Position

Tenderer

T.2.1.8 NATIONAL TREASURY: CENTRAL SUPPLIER DATABASE

Proof of registration on the National Treasury Central Supplier Database to be attached here (alternatively the tenderer to provide MAAA number).

T2.1.9 COMPULSORY VAT REGISTRATION AND VALID CURRENT TAX CLEARANCE CERTIFICATE OR SARS VERIFICATION PIN

COMPULSORY VAT REGISTRATION

It is mandatory for a business to register for VAT if the total value of taxable supplies made in any consecutive twelve-month period exceeded or is likely to exceed R1 million. The business must complete a VAT 101 - Application for Registration form and submit it to the local SARS branch within 21 days from date of exceeding R1 million.

TAX REQUIREMENTS

Section 112(1)(l)(iii) of the Municipal Finance Management Act, 2003 (Act 56 of 2003) (MFMA) read together with Regulation 43 of the Municipal SCM Regulations, prohibits municipalities or municipal entities from awarding bids to persons whose tax matters have not been cleared by SARS.

The Municipal Finance Management Act, Circular Number 90, requires that bidders register on National Treasury's Central Supplier Database (CSD) and include their Master Registration Number or Tax Compliance Status PIN to enable the municipality to verify the bidder's tax compliance status.

The CSD and Tax Compliance Status PIN are the approved methods to be used to prove tax compliance as the SARS no longer issues Tax Clearance Certificates. They have however made online provision, via e-Filing, for bidders to print their own Tax Clearance Certificates which they can submit with their tender proposals.

Where goods and services are procured from foreign suppliers with tax obligations in South Africa, proof of tax compliance status should be obtained from the supplier.

Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa should complete a pre-award questionnaire on the MBD1 for their tax obligation categorisation. Where a recommendation for award of a bid has been made to a bidder who is a foreign supplier and who completed the pre-award questionnaire on the MBD1, the Accounting Officer must submit a copy of the completed MBD1 received from the bidder to SARS on the following email address: GovernmentInstitute@sars.gov.za. SARS will issue a letter to the procuring entity confirming whether or not the foreign supplier has tax obligations in South Africa.

Where goods and services are procured from foreign suppliers with no tax obligation in South Africa, there is no need to request proof of tax compliance status.

Where goods and services are imported, all custom related taxes shall be applied as prescribed by SARS.

Where the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and be requested to submit, within 7 working days, written proof from SARS 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 bidder to the municipality or municipal entity must be verified via the CSD or e-Filing. The accounting officer should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance status within the timeframe stated above.

T2.1.10 CONTRACTS AWARDED TO THE TENDERER BY AN ORGAN OF STATE

The Tenderer to list below any particulars of any contracts awarded to the Tenderer by an Organ of State during the past five (5) years, including particulars of any material non-compliance or dispute concerning the execution of such contract.

No	Description	Institution
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

T2.1.11 CONFIRMATION OF TENDERER'S VISIT TO THE SITE

Bidders to note that the attendance register completed and signed at the compulsory site inspection / meeting / briefing session will be used to verify the bidders' attendance to the compulsory session. Bids will not be accepted from bidders' who have not attended and signed the said attendance register.

Bidders whose name appears on the attendance register have made themselves familiar with all local conditions likely to influence the work and the cost thereof, that they are satisfied with the description of the work and the explanations given by the said Employer's Agents' representative and that the bidder understands perfectly the work to be undertaken, as specified and implied, in the execution of this contract.

T2.1.12 CERTIFICATE OF AUTHORITY FOR SIGNATURE

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors which should substantially conform with the following:

By resolution of the board of directors passed at a meeting:

Bidder to note that in the case of a joint venture, the following is required:

Mr/Mrs whose signature appears below, has been duly authorised to sign all documents in connection with the Bid for Contract No. and any Contract that may arise there from on behalf of
.....

(name of Tenderer in block capitals)

NAME OF REPRESENTATIVE OF THE BOARD OF DIRECTORS:

SIGNATURE OF BOARD OF DIRECTORS' REPRESENTATIVE

IN HIS/HER CAPACITY AS:

DATE:

NAME OF SIGNATORY:

SIGNATURE OF SIGNATORY:

WITNESS (1):

WITNESS (2):

Bidder to note that in the case of a joint venture, the following is required:

- *Authority of Signatory from each partner-entity to the Joint Venture nominating a signatory representative to the Joint Venture;*
- *Authority of Signatory from the Joint Venture, authorised by the entity partner representatives, nominating a signatory to the bid documents.*

T2.1.13 ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departure or modification to the General Conditions of Contract, Special Conditions of Contract, Specifications, Schedule of Quantities or Drawings, or to qualify his Tender in any way, he shall set out his proposals clearly hereunder, or alternatively, state them in a covering letter attached to his Tender and referred to hereunder, failing which the Tender will be deemed to be unqualified.

PAGE	CLAUSE OR ITEM	DESCRIPTION

T2.1.14 COMPANY REGISTRATION

To be attached to this page.

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**

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**

2.2.1 If so, furnish particulars:

.....

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 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**

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

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.

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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date

.....	
Position	Name of bidder

SDB 6.1
T2.1.16KMLJKH PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2022

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 **To be completed by the organ of state**
(delete whichever is not applicable for this tender)

- (a) The applicable preference point system for this tender is the 90/10 preference point system.
- (b) The applicable preference point system for this tender is the 80/20 preference point system.
- (c) Either the 90/10 or 80/20 preference point system will be applicable in this tender.
The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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 in regard to 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 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Race (Black ownership)	N/A	6	N/A	
Gender (Female ownership)	N/A	6	N/A	
Disability	N/A	4	N/A	
Youth	N/A	4	N/A	

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:	.....
	
	
	

C1 : AGREEMENTS AND CONTRACT DATA

C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

REQUEST FOR BIDS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF THE MILL MACHINE AT MBIZANA RED HUB

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender returnables, 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 of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....
Rand (in words); R (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms the conditions of contract identified in the contract data.

Signature(s)	Date
_____	_____

Name(s)	Capacity
_____	_____

for the tenderer

(Name and address of organization)

Name and signature of witness

Acceptance

By signing this part of this form of offer and acceptance, the employer accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement),
Part C2: Pricing data,
Part C3: Scope of work,
Part C4: Site information (engineering and construction works contracts only),

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from 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 two weeks of receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Date

Name(s)

Capacity

For The Employer

Eastern Caper Rural Development Agency
2nd Floor, Phase 3, 3-33 Philip Frame Road,
Waverley Office Park
Chiselhurst
East London
5201

Name and signature of witness

Date:

Schedule of Deviations

1 Subject:.....	.....
Details .....	.....
	
	
	
2 Subject .....	.....
Details .....	.....
	
	
	
3 Subject .....	.....
Details .....	.....
	
	
	
4 Subject .....	.....
Details .....	.....
	
	
	

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during the 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

Part 1: Data provided by the Employer

General Conditions of Contract

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this contract and is obtainable from www.saice.org.za.

Contract Specific Data

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015), are applicable to this Contract:

Clause	Data
1.1.1.13	The Defects Liability Period is twelve(12) calendar months from the date of the Certificate of Completion
1.1.1.14	The time for achieving Practical Completion is Three (3) calendar months from the commencement date.
1.1.1.15	The name of the Employer is Eastern Cape Rural Development Agency
1.1.1.16	The name of the Employer's Agent is HSC CONSULTING
1.1.1.26	The Pricing Strategy is Remeasurement contract.
1.2.1.2	The address for receipt of communications of the Employer is: Physical address: Eastern Cape Rural Development Consultants 2nd Floor, Phase 3 3-33 Philip Frame Road Waverley Office Park Chiselhurst East London 5241 Telephone: 043 703 6300 e-mail: langaa@ecrda.co.za
5.1.1 and 5.8.1	The non-working days are <i>Usually Sundays.</i> The special non-working days are: 1. All gazetted public holidays falling outside the year end break. 2. The year end break commencing on 15 December and ending on 6 January

5.8.3	The following additional clause shall apply: Should the Engineer permit work outside of normal Employer working hours (viz Mondays to Fridays inclusive sunrise to sunset) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Engineer's Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Engineer has ordered such work, the salary of the representative will be to the account of the Employer. A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out in 5.8.1"
5.3.1	The documentation required before commencing with the Works are: 1. Health and Safety Plan (Refer to Clause 4.3) 2. Initial programme (Refer to Clause 5.6) 3. Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
5.3.2	The time to submit the documentation required before commencement with the Works execution is 28 days.
5.14.1	The requirements for achieving practical completion are installation of all.
5.16.3	The latent defects period is 10 years.
6.10.1.5	The percentage advance on Materials not yet built into the Permanent Works is 80% The percentage advance on Plant not yet supplied to Site is ...% <i>Not Required</i>
8.6.1.1.2	The value of Plant and Materials supplied by the Employer to be included in the insurance sum is NIL

Part 2: Data provided by the Contractor

The contractor is advised to read the *General Conditions of Contract for Construction Works, Third Edition (2015)* published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, in order to understand the implications of this data which is required to be completed. Copies of these conditions of contract may be obtained from www.saice.org.za.

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

Clause	Data																		
1.1.1.9	The name of the Contractor is: 																		
1.2.1.2	The address of the Contractor is Address (physical): Address (postal): Telephone: Facsimile: e-mail:																		
1.1.1.14	The time for achieving Practical Completion is																		
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1"> <thead> <tr> <th>Type of security</th><th>Contractor's Choice (Indicate "Yes" or "No")</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum.</td><td></td></tr> <tr> <td>Fixed Performance Guarantee of 10% of the Contract Sum.</td><td></td></tr> <tr> <td>Variable Performance Guarantee of 5% of the Contract Sum for the first period and 5% of the Contract Sum for the second period.</td><td></td></tr> <tr> <td>Retention of 10% of the value of the Works.</td><td></td></tr> <tr> <td>Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the works.</td><td></td></tr> <tr> <td>Fixed Performance Guarantee Of 10% of the Contract Sum plus retention of 5% of the value of the Works.</td><td></td></tr> <tr> <td>Variable Performance Guarantee of 2.5% of the Contract Sum for the first period and 2.5% of the Contract Sum for the second period plus retention of 5% of the value of the Works.</td><td></td></tr> <tr> <td>Note: In the Standard for Uniformity in Construction Procurement in Section 4.4.4.4 it is stated that: "Retention monies that are held shall not exceed 10% of any amount due to a contractor. Where guarantees of an insurance company or bank that are provided are equal to or greater than 10% of the contract price, the total amount of retention monies held shall not exceed 5% of the contract price."</td><td></td></tr> </tbody> </table>	Type of security	Contractor's Choice (Indicate "Yes" or "No")	Cash deposit of 10% of the Contract Sum.		Fixed Performance Guarantee of 10% of the Contract Sum.		Variable Performance Guarantee of 5% of the Contract Sum for the first period and 5% of the Contract Sum for the second period.		Retention of 10% of the value of the Works.		Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the works.		Fixed Performance Guarantee Of 10% of the Contract Sum plus retention of 5% of the value of the Works.		Variable Performance Guarantee of 2.5% of the Contract Sum for the first period and 2.5% of the Contract Sum for the second period plus retention of 5% of the value of the Works.		Note: In the Standard for Uniformity in Construction Procurement in Section 4.4.4.4 it is stated that: "Retention monies that are held shall not exceed 10% of any amount due to a contractor. Where guarantees of an insurance company or bank that are provided are equal to or greater than 10% of the contract price, the total amount of retention monies held shall not exceed 5% of the contract price."	
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6.5.1.2.3	The percentage allowance on the net cost of materials actually used in the work is: ...																		

	<i>Omit if the Employer is to state the overhead charges, otherwise state the percentage value.</i> The percentage allowance on the gross remuneration of the workmen and foremen actually engaged is: <i>Omit if the Employer is to state the overhead charges, otherwise state the percentage value.</i>		...%
6.8.3	<i>If price adjustments for a variation in the costs of special materials is allowed then:</i> The variation in cost of special materials is:		
	Type of Special material	Unit	Rate or Price
	<i>(The type of special materials may be listed, leaving the unit and rate or price to the tenderers to fill in or the tenderers are allowed to state the type of special materials, the unit and the rate or price.)</i>		

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1 Pricing Instructions

The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.

The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SANS 1200-A, General.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.

Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.

The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment. Ordering of materials is not to be based on the Bill of Quantities.

For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity:	The number of units of work for each item

Rate:	The payment per unit of work at which the Tenderer tenders to do the work
Amount:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
h	=	hour
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
l	=	litre
kl	=	kilolitre
kPa	=	kilopascal
MPa	=	megapascal
No	=	number
kg	=	kilogram
t	=	ton (1 000 kg)
W/day	=	Workday
%	=	percent
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

Expanded Public Works Programme (EPWP) Implications

Those parts of the contract to be constructed using labour-intensive methods have been marked in the Schedule of Quantities or Bill of Quantities with the letters LI in the Payment Refers Column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

The cost of all samples and tests as may be required to ascertain and check the quality of materials and workmanship or any part of the works are deemed to be included in the relevant rates in the Bill of Quantities. The Contractor shall at his/her own expense take levels and prepare cross sections as required for the measurement and computation of excavation and fill quantities etc.

Value Added Tax (VAT) shall not be included in the individual rates but is to be added as a total at the end of the summary.

All materials to be provided by the Contractor will be SANS, ISO or JASWIC approved where such a specification exists, whether specifically stated in the schedule or not.

Where a particular make of item is specified, the words "or similar approved" shall mean approval by the Engineer in writing.

C2.2 Pricing Schedules / Activity Schedule / Bill of Quantities

Eastern Cape Rural Development Agent
Mbizana RED Hub Mill Upgrade
Schedule of Quantities: Mill Upgrade

ITEM	DESCRIPTION	UNIT	QUANTITY	TENDER	
				RATE	AMOUNT
1	SECTION 1: PRELIMINARY AND GENERAL				
1.1	FIXED CHARGE AND VALUE RELATED ITEMS				
1.1.1	Establishment of Office on Site	Sum	1		
1.1.2	Establishment of Storage Facilities on Site	Sum	1		
1.1.3	Establishment of Ablution Facilities on Site	Sum	1		
1.1.4	Maintenance of Offices, Storage Facilities and Ablutions	Sum	1		
1.1.5	Removal of all facilities upon Completion of Works	Sum	1		
1.1.6	Other fixed cost items not detailed above	Sum	1		
1.2	TIME RELATED ITEMS				
1.2.1	Project Supervision	Months	3		
1.2.2	Project Administration	Months	3		
1.2.3	Other Overheads (travel, accommodation)	Months	3		
1.2.4	Other time related items not detailed above	Months	3		
1.3	SUMS STATED PROVISIONALLY BY ENGINEER				
1.3.1	Remuneration of Community Liaison Officere	Prov. Sum	1	20 000,00	20 000,00
1.3.2	Overheads, charges and profit on item 1.3.1	%			
1.4	OCCUPATIONAL HEALTH AND SAFETY ACT				
1.4.1	All costs and obligations to comply with the OHS Act Construction Regulations	Sum	1		
1.4.2	Time related obligations to comply with OHS Act Construction Regulations	Sum	1		
1.5	DAYWORKS				
1.5.1	Labour during normal working hours:				
1.5.1.1	Supervisor	hr	120		
1.5.1.2	Unskilled labour	hr	120		
1.5.1.3	Semiskilled labour	hr	120		
1.5.1.3	Skilled labour	hr	120		
1.5.2	Plant inclusive of operator, fuel, establishment on and removal from site:				
1.5.2.1	2,5 ton Fork lifter needed for the installation	hr	72		
TOTAL CARRIED TO SUMMARY					

2	SECTION 2 : ELECTRICAL & MECHANICAL				
2.1	Installation of new control panel, distribution board and connections from the control panel to the motors	PC Sum	1	300 000,00	300 000,00
2.1.1	Overheads, charges and profit on item 2.1.	%			
2.2	Supply 150Amp 3 Pole Moulded Breaker (Set at 130Amps)	No	3		
2.3	Supply 200Amp 3 Pole Moulded Breaker (Set at 160Amps)	No	1		
2.4	Supply 35mm Armoured Cable with 16mm Bare Earth	m	90		
2.5	Supply 50mm Armoured Cable with 25mm Bare Earth	m	30		
2.6	Extend horizontal feeding auger	No	1		
2.7	Supply and installation of two new Mk6D roller mills	No	2		
2.8	Supply and installation of new electrical control panel for additional roller mills	No	1		
2.9	Supply and installation of new Mk6 mills to aspiration system	No	1		
2.10	Supply and installation of new spreader box for existing Mk6 mill	No	1		
2.11	Demonstration of the operation of equipment (1 Day)	Sum	1		
TOTAL CARRIED TO SUMMARY					

**Eastern Cape Rural Development Agent
Mbizana RED Hub Mill Upgrade**

Schedule of Quantities: Mill Upgrade

Summary of Sections

ITEM	DESCRIPTION	COST
1	SECTION 1: PRELIMINARY AND GENERAL	
2	SECTION 2 : ELECTRICAL & MECHANICAL	
Subtotal		
Add Contingencies (10%)		
Subtotal		
Add VAT (15%)		
TOTAL		

TIME FOR COMPLETION OF CONTRACT: MAXIMUM 3 MONTHS

BIDDERS ESTIMATED TIME TO COMPLETE:(MONTHS)

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

ON BEHALF OF

C3: SCOPE OF WORK

3.1 DESCRIPTION OF THE WORKS

3.1.1 Employer's objectives

The overall objective is to attract reputable authorized distributors having sufficient experience and credentials to successfully upgrade the existing mill machine. The output of the existing mill is 1 ton per hour, and it needs to be upgraded to an output of 3 tons per hour.

The upgraded mill must meet the following operation features:

Equipment	
Raw material	Maize
Inlet Capacity	3 ton/h, product dependent
Mill footprint (L x W x H)	15m(L) x 9m(W) x 6.6m(H)
Operating time	Up to 24 hours per day
Water requirements	200L per hour at 2 bar pressure
Power requirements	Minimum of 250KVA to Maximum of 315KVA
Electrical requirement at max demand	300 - 350 amps
Running electrical requirement	200 – 280 amps

3.1.2 Overview of the works

Upgrading of existing mill machine

3.1.3 Extent of the works

The works include supply of plant, labour, materials and supervision for the following activities:

- Extend horizontal feeding auger.
- Two Mk6D roller mills
- Electrical control panel for additional roller mills
- Add new Mk6 mills to aspiration system.
- Spreader box for existing Mk6 mill
- Cable and connections from the control panel to the motors
- Delivery to Mbizana RED Hub Site
- Mechanical installation
- Electrical installation – from control panels to motors
- Commissioning and testing

3.1.4 Location of the works

Mbizana RED Hub, Mbizana, Eastern Cape. Co-ordinates: Latitude: -30.870811° and Longitude 29.749876°

3.1.5 Temporary works

All design and construction of any temporary works must be approved by the Engineer.

3.2 CONSTRUCTION

3.2.1 Applicable national and international standards

The standards applicable to this Contract are the SABS 1200 Standardized Specifications detailed below and the variations, amendments and additions to the variations and additions to the SABS 1200 Standardized Specifications and the Particular Specifications described elsewhere in the document.

Standardized Specifications:-

SABS 1200 A	:	General
SABS 1200 AB	:	Engineer's Office
SABS 1200 LC	:	Cable ducts

3.2.2 Plant and materials

3.2.2.1 Plant and materials supplied by the employer

The Contractor is responsible to provide and or procure all the requisite plant and equipment for successful completion of the Works.

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

3.2.2.2 Materials, samples and shop drawings

All materials used shall be as per engineers' specifications, No deviations from the specification shall be allowed unless approved in writing by the Engineer. Contractor may be required to take random samples of any materials used for testing if Engineer deems it necessary.

3.2.3 Construction equipment

3.2.3.1 Requirements for equipment

The Contractor is responsible to provide and or procure all the requisite equipment for successful completion of the Works.

The equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

3.2.3.2 Equipment provided by the employer

None

3.2.4 Existing services

3.2.4.1 Known services

Existing services have been marked on drawings. However, there may be other unknown services, contractor will be required to exercise caution during excavations.

3.2.4.2 Treatment of existing services

Where a service has been located and exposed, the Contractor shall take every care in ensuring that the excavation containing the service is barricaded and protected against collapse and that the service is adequately protected against damage. Should the existing service become damaged by the Contractor or any third party due to negligence on part of the Contractor, then the cost of its repair along with any consequential costs shall be borne by the Contractor.

3.2.4.3 Use the detection equipment for the location of underground services

No special detection apparatus is required. Where services are found the Engineer must be notified immediately so that a decision can be made regarding re-alignment, relocation or protection of said services. The Contractor shall on no account effect such adjustments without the prior consent of the Engineer.

3.2.4.4 Damage to services

Information related to existing services will be provided by the Employer or his Agent as best as possible, but it is the Contractor's responsibility to ascertain the exact position of such services.

Where applicable, the approximate positions of known services, which may be affected by the Works have been shown on the drawings. The Contractor will be required to contact all service owners and ascertain the location and status of all services irrespective of whether they are shown on the drawing or not.

3.2.4.5 Reinstatement of services and structures damaged during construction

The Contractor shall exercise extreme care when working in areas with existing services. Any repairs required to existing services damaged by the Contractor will be for his own account. Damage to unknown services shall be repaired as soon as possible and liability for the damage caused and the cost of repairs shall be determined on site when such damage should occur.

3.2.5 Site establishment

3.2.5.1 Facilities provided by the Employer

None

3.2.5.2 Services and facilities provided by the Contractor

The Contractor shall be responsible to provide the following services for the duration of the contract:

- Water: location, quality, approximate pressure, source, etc.;
- Electricity: location, phase, source, etc.;
- Telecommunication services: location of lines, etc.;
- Ablution facilities: nature and location;
- Accommodation: nature and location;
- Medical/first aid facilities: nature and location;
- Fire protection services: nature and location;
- Other: describe and appropriate.

It is the responsibility of the contractor to:

- Connect to and distribute water, electricity and telecommunication services;
- Provide stand-by or back-up for each service or facility the employer might provide, in the event of its interruption or failure;
- Clear up and make good when the service or facility is no longer required, i.e. leave the employer's facilities in the condition they were before the contractor first made use of them, fair wear and tear excepted; and
- Continuously clear and dispose of waste and surplus materials to maintain the site in a tidy state.

3.2.5.3 Storage

The contractor is responsible for providing its own secured storage facility for any material on site or any other things that would need to be stored for the duration of the contract.

3.2.5.4 Other facilities and services

The contractor is also responsible for providing all other temporary facilities necessary for providing the works which are not provided by the employer, including power, water, telecommunications, security services, medical facilities, fire protection, sanitation and toilets, and waste disposal.

3.2.5.5 Vehicles and equipment

Heavy machinery to be used for installation

3.2.6 Site usage

The Contractor shall always keep unauthorized persons from the works. Under no circumstances may any person except guards be allowed to sleep on the building site.

3.3 MANAGEMENT

3.3.1 Management of the Works

3.3.1.1 Applicable national standards

For the purpose of this Contract the Standardised Specifications and Codes of Practice for Civil Engineering Construction as approved by the Council of the South African Bureau of Standards as issued at date of tender shall apply.

Where items in the Schedule of Quantities refer to SANS 1200, the full specification in the relevant portion of the latest edition of SANS 1200 Standardised Specification listed below shall be applicable:

SANS 1200 A	General
SANS 1200 AB	Engineer's office
SANS 1200 C	Site Clearance
SANS 1200 LC	Cable ducts

Management of the Works

The Contractor is referred to SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the Contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The structural engineer/design engineer for formwork and scaffolding are to be appointed by the contractor
4.3.3	The notice period for inspection is 2 Days
4.9.3	The trees and shrubs which are not to be disturbed are identified in the scope of work.

4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are: None
4.12.2	The fabrication drawings that the contractor is to provide and deliver to the employer are: None
4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: 1) Site office which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m ² in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings.
4.14.5	The Contractor is required to provide latrine and ablution facilities.
4.14.6	The requirements for the provision and erection of separate sign boards for consultants and subcontractors are: 1) The boards must comply with the official standard type signboard of the Employer and be at least 2750 x 1800 mm high – be done by the Building Main Contractor 2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 1800 mm above natural ground level.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: None
4.17.3	Services which are known to exist on the site are: 1) Water 2) Sewers 3) Electrical Lines
4.17.4	The requirements for detection apparatus are: None

Variations
1..... 2.....
Additional clauses
1 Site meetings and procedures The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified

timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

2 Water and electricity

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

- a) water : A
- b) electricity : A

Service	A Contractor responsibility	Option B Employer responsibility	C
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.

Earthworks activities which are to be performed by hand.	
Clause	Specification Data
Essential Data:	
5.1	The depth of trenches which are to be excavated by hand is 1,5 metres.
Additional clauses:	
1	Stone pitching and rubble concrete masonry All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand. Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m. Grout shall be mixed and placed by hand.
2	Manufactured Elements Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

3.3.2 Planning and programming

The planning, programme and method statements are to comply with the following:

The Contractor is required to submit for approval by the Engineer, within the timeframe stipulated in the Contract Data, a programme of works. The programme must be for the full contract period stipulated in the Contract Data and must clearly indicate all the main construction activities, their sequence and the critical path. The Contractor may not proceed with construction activities until such time as the programme has been approved by the Engineer.

The Contractor is required to report on and update the programme on a monthly basis.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme, for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Contract Data.

The following constraints shall be taken into account in preparing the construction programme:

a) The Contract time is **3 months**. Plant and personnel requirements to complete the project in the contract period must be incorporated in the Tender.

If during the time for completion of the Works or any extension thereof abnormal rainfall or wet conditions occurs, then the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to in Clause 42.1 as the time for the completion of the Works and any extension time in accordance with Clause 42 that may have been granted by the Employer, or until the issue date of the certificate of practical completion, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

If any value of V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The delay for a part of a month shall be calculated by substituting pro-rata values for the variables in the equation.

The symbols shall have the following meanings:

V = Delays due to rain in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded.

Rw = Actual rainfall in mm for the calendar month under consideration.

Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.

Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.

X = 20, unless otherwise provided in the project specifications.

Y = 10, unless otherwise provided in the project specifications.

The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed (Nc – Nn) calendar days, where Nc = number of days calendar days in the month under consideration.

The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.

The factor (Rw – Rn) ÷ X shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but wet conditions prevent or disrupt work.

This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.

Accurate rain gauging shall be taken at a suitable point on the site daily at 08H00 unless otherwise agreed to by the Engineer, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorised persons.

Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered.

3.3.3 Sequence of the Works

Prior to commencing with construction, the Contractor is required to obtain approval from the Engineer, of his intended sequencing of the work.

3.3.4 Methods and procedures

The Contractor is required to undertake all construction activities in an orderly fashion and to maintain the cleanliness of the site during the contract period, to the satisfaction of the Engineer.

The Contractor is required to take note of and comply with the requirements of the Environmental Management Plan contained in this document. Monthly audits will be conducted by others to ensure compliance thereto. During the setting out of the works, guidance should be sought from the Engineer prior to the removal of trees and shrubs.

No blasting operations may be undertaken without the approval of the Engineer. The requisite documentation indicating the competence of the blaster, the approvals of the relevant authorities and the method statement for each blast, are required for approval purposes.

Adequate materials should be available from the site. The Engineer will however indicate as required, the location of suitable borrow pits. These shall be opened and managed in accordance with the requirements of the Environmental Management Plan.

All suitable excess materials may be spread over the trench width. However, no rocks or boulders greater than 0.15m³ or of mass exceeding 25kg, may be placed within 2 m of the centreline of pipeline. Such materials are to be disposed at suitable locations within the freehaul distance.

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site and the conservation of topsoil and the rehabilitation of the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Furthermore, portions of the Works must be completed and suitably rehabilitated before moving onto new portions of the Works.

The Engineer reserves the right to limit the number of working fronts to ensure that the above is adhered to. Claims for delay and for repair of damage caused to the works as a

result of the Contractor's failure with the above or to properly manage rain and surface water will not be considered.

The Contractor shall take all reasonable measures to maintain access to properties and a free flow of traffic during the construction of the works. Where it is this required to disrupt access and the free flow of traffic, it must be kept to a minimum, be of short duration and adequate notice and traffic accommodation measures must be provided. Furthermore, the approval of the Engineer must be sought in advance of any planned disruption.

The Contractor is to undertake all reasonable measure to minimize dust, noise, water, waste and other impediments and shall comply with the requirements of the Environmental Management Plan contained in this document.

The Contractor is required to obtain permission from the Engineer prior to working outside normal working hours.

The Contractor will be obliged to comply with the QA system of the Engineer, which dictates the requirements pertaining to inspections required prior to covering works.

3.3.5 Software application for programming

Not Required

3.3.6 Quality plans and control

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. However, the Contractor will also be required to comply with certain QA systems imposed by the Engineer, concerning to the approval of works o temporary works.

Process Control:

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may employ the services of an independent commercial laboratory and must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

Acceptance control:

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by the Employer, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

3.3.7 Environment

The Contractor is required to undertake the construction of the Works in such a manner so as to minimize its impact on the environment. To this end, the Contractor is required to comply with the requirement of the Environmental Management Plan contained in Part 5 of this document.

3.3.8 Accommodation of traffic on public roads occupied by the contractor

The contractor will always be required to maintain access to properties, keep excavations safe, maintain temporary deviations if required, install clear traffic control measures.

3.3.9 Other contractors on site

No other construction works are envisaged to be undertaken during the construction of this Contract.

3.3.10 Format of communications

The contractor will be required to keep a triplicate site instruction book on site. Site instructions and other contractual communication can be in electronic format (e-mail).

3.3.10 Key personnel

For all key personnel, Form T.2.2.3 must be completed. For each key personnel (CV) must be completed. Proof of Qualifications must be attached.

3.3.11 Management meetings

It is required that a suitably qualified representative of the Contractor attend monthly site meetings for the duration of the Contract. Progress meetings will be held fortnightly.

3.3.12 Forms for contract administration

It is required that the Contractor submit the requisite progress, plant, labour and other pertinent information on a monthly basis, in the format to be provided by the Engineer, for the management of the contract and reporting to the Client and provincial and national government.

All site instructions are to be recorded in writing in triplicate on pro forma forms to be provided by the Engineer.

Progress report will be given at each meeting.

3.3.13 Electronic payments

Banking details to be provided in order to facilitate electronic payments.

3.3.14 Daily records

It is required that a daily site diary of all plant and labour on site, and all details of work performed be maintained on site by the Contractor. Similar documentation will be maintained by the Engineer.

3.3.15 Payment certificates

The contractor is required to ensure that all claims are submitted timeously to the principal agent in order to expedite verification and certification by employer.

3.4 Health and safety

3.4.1 Health and safety requirements and procedures

It is a requirement of this contract that the Contractor provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly or indirectly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

Health and Safety Specifications and Plans:

(a) Health and Safety Plan

The Contractor shall submit his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amended, if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work,

before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

3.4.2 Protection of the public

The travelling public shall have the right of way on public roads and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to the Engineer's satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working

3.4.3 Barricades and lighting

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

3.4.4 Traffic control on roads

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the works. Duties of the traffic safety officer shall be as set out in SANS 1921 Part 2 and shall also be in compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003, including the Particular Safety Specification

3.4.5 Measures against disease and epidemics

The contractor shall put in place all hygiene measures like toilets and handwash facilities strategically on site for the use of the workers. Any suspected outbreaks on site shall be reported to the provincial Department of Health.

PPSD 1 ELECTRICAL SPECIFICATION

PPSD 1.1 MOTOR CONTROL PANELS

The electrical distribution boards are to be manufactured by a reputable company, with relevant experience in the manufacturing of electrical distribution boards, control panels, etc. Approval of the manufacturing company should be obtained from the Engineer prior to the placing of any orders / commencement of Works.

Detailed wiring diagrams and shop (manufacturing) drawings of the proposed electrical distribution board is to be submitted to the Engineer for approval, prior to manufacture.

Approval of the wiring diagrams and shop (manufacturing) drawings by the Engineer does not remove any responsibility from the contractor to ensure the completeness and compliance of the distribution board.

The contractor shall ensure that the respective electrical distribution boards are constructed to fit into the spaces provided, that sufficient space is allowed for the cable ends and termination thereof and that the board is provided with an architrave and a hinged lockable door. All electrical distribution boards shall have a protection rating of no less than IP55.

All gland plates, as well as top or side plates used for the termination of cables shall be easily removable to facilitate the drilling and punching of holes. Panels (fascia) and cover plates are to be fixed to the framework by means of "Quicklock" or other similar captive fasteners. Self-tapping screws or dome nuts will not be accepted. Panels (fascia) and cover plates are to be fitted with chrome plated handles to facilitate removal.

Where applicable, the front panels of normal supply, standby power supply and uninterruptible power supply sections shall be painted in distinctive colours, namely:

- ❑ External : White
- ❑ Normal supply: Light Orange, colour B26 of SABS 1091
- ❑ Standby power supply : Signal Red, colour A11 of SABS 1091
- ❑ Un-interruptible power supply : Dark Violet, colour F06 or Olive Green, colour H05 of SABS 1091

PPSD 1.2 Conduit and Conduit Accessories

Conduit for the general lighting and small power installations shall be PVC type conduit. Wherever, the conduit installation is exposed, or surface mounted, galvanised conduit shall be utilised.

Conduit accessories shall be galvanised conduit type in accordance with SANS 162, 763 and 1007 respectively.

The conduit and conduit accessories shall comply fully with the applicable SABS specifications as set out below and the conduit shall bear the mark of approval of the South African Bureau of Standards.

- ❑ Plain-end metallic conduit and accessories: SANS 1065, Parts 1 and 2
- ❑ Non-metallic conduit and accessories: SANS 950

The Specialist Sub-contractor shall ensure that conduit installation shall, wherever possible, be installed within the ceiling voids / roof space. Wherever necessary, the services shall be chased, or cast into, the concrete slabs and brick walls.

Should flush mounting not be practical (or possible), the Contractor shall obtain prior approval from the Engineer, for the installation of surface mounted conduit and / or accessories. If approved, surface mounted conduits shall be installed using galvanised spacer brackets, allowing a clear space of 25 mm. Conduit accessories shall be mounted on similar brackets, ensuring an aesthetic installation.

PPSD 1.3 Conductors

All low voltage single core conductors shall be of the PVC insulated type with stranded copper conductors, rated at 600 V general service duty and manufactured to SANS 1507 - 1990.

The colour coding for the PVC insulation shall be red, white and blue for phases, black for neutral and green and / or yellow for earth.

No openly installed (i.e. surface mounted) “surfix” or twin and earth will be permitted unless otherwise authorised by the Engineer prior to installation.

No single core conductors will be permitted on open channels and cable ladders.

The drawing in of more than two circuits per conduit shall not be allowed.

PPSD 1.4 Lighting Installation

Light outlet points shall be installed generally in positions as indicated. They shall be as symmetrical as possible within the area in which they are fitted. Cognisance must be taken of the finishes and structural components to avoid clashes of services.

Ceiling mounted fluorescent fittings shall be secured to the concrete ceiling by means of expansion bolts, or “Hilti” fixings, and to the ceiling boards by means of galvanised “Butterfly” expansion nuts.

The Specialist Sub-contractor is to include in the Tender Price the provision of fixing additional bracker where needed.

Light switches shall be a fully modular system comprising a strong, universal steel support frame, an easy clip-on assembly and a white screwless cover plate i.e. Mosaic™ product range, or Lumex Clipsal S2000 series, or Crabtree Diamond Range, etc.

Light switches, unless otherwise indicated, shall be installed at 1 400 mm AFFL, and shall be installed generally in positions as indicated.

The light switches, and associated outlets, shall be of the same type and manufacture as the flush-mounted and the power skirting / flush floor / under-screed small and large power, telephone and data outlets.

All lamp types shall be guaranteed for the full duration of the guarantee period and / or the stipulated lamp life, as stated by the lamp Manufacturers, whichever is the greater.

Ballasts of fluorescent type fittings shall bear of the electronic type and shall bear the relevant SANS mark.

The Contractor shall, upon completion of the Contract, issue to the Employer, for their maintenance purposes, the spare lamps as specified in the Schedule of Quantities.

Photo-electric daylight switches shall be supplied and installed in accordance with Part 5 of this Tender Document.

PPSD1.5 Earthing System

The earthing system shall comply with SANS 0142 - 1987 and shall comprise a continuous main copper earth bar together with connections to all items of electrical, electronic and mechanical equipment.

Bonding of the earth system to metal work in buildings, concrete reinforcing, roofs or pipework, etc. shall also be supplied under this contract.

The clamping surfaces of all connections shall be properly tinned to prevent oxidation.

Where earthing conductors are run on walls or vertical surfaces they shall be secured by "stand-off" bolted saddles at intervals not exceeding 1 268 mm.

Earth electrodes to be supplied and installed under this contract shall consist of 16 mm diameter extensible molecular bonded copper clad steel rods 1 800 mm long, complete with coupling and terminal. These electrodes must comply with SANS 0163 - 1985.

The Contractor shall be responsible for the supply and installation of the required earthing system.

PPSD1.6 Surge Protection System

All electrical distribution boards are to be fitted with surge protection, as is required by the relevant regulations.

The Contractor shall be responsible for the supply and installation of the required surge protection equipment.

PPSD1.7 Lightning Protection System

A provisional sum has been allowed in the Schedules of Quantities for the lightning protection system, to be undertaken by a Contractor.

The Engineer shall prepare detailed design drawings for the required lightning protection system.

The Engineer shall, in consultation with the Specialist Sub-contractor, invite tenders from prospective Specialist Sub-contractors, for the required lightning protection system.

The Contractor shall be responsible for the liaison with, and co-ordination of the Specialist Sub-contractor appointed for the lightning protection system.

General

Earthing systems to protect buildings against lightning shall be in accordance with SANS 03 - 1985, as amended.

The components of the lightning protection system shall be installed such that they are not visible; surface mounting of the components shall be kept to an absolute minimum and only where absolutely necessary.

Roofs

Metallic roof sections shall be connected to down conductors to form the overall air termination network, and metallic gutters and drainpipes shall be bonded to this.

Non-metallic (e.g. concrete) sections of roofs shall be fitted with edge or ridge conductors of coastal quality aluminium alloy, which shall be bonded to steel reinforcing by means of bimetallic bonding terminals.

These conductors shall be supported by suitable cleats or clamps, which must allow for thermal expansion. The mounting thereof shall be such as to prevent corrosion due to direct contact with the concrete.

The air termination network shall be connected to the ground earth electrodes by down conductors.

Parts of the building, e.g. chimneys protruding above the general level of the roof shall be protected either by lightning masts or edge conductors, connected to the air termination network.

Down Conductors

The concrete reinforcing, steel columns or similar metal work in the walls of the building shall normally be used as down conductors, connected to the air termination network ground electrode systems through bonding terminals.

Where connected to reinforcing, these terminals shall be cast into the concrete and the reinforcing bars shall be bonded together with mild steel wire prior to casting the concrete.

Where separate external copper or aluminium down conductors are used these shall be bonded to the metal structure of the building to prevent flashing puncturing the concrete or brickwork.

There shall be a minimum of two down conductors (maximum spacing 30 m of building perimeter) preferably located at opposite building corners.

Down conductors shall be connected to the ground system with (if aluminium, bimetallic) bonding terminals 500 mm above ground level.

These terminals shall also be useable as test terminals. The down conductor shall be sleeved below the terminal to a depth of 400 mm below ground level by PVC pipe fixed to the building wall.

Ground Earth Electrodes

The steel reinforcing in the foundation of the building shall be bonded to the ground electrode system.

The steel reinforcement of the building foundation slab shall be earthed by means of driven or pre-drilled rods prior to casting of the concrete. The reinforcing bars shall be bonded together with mild steel wire.

The ground earth electrode shall consist of a trench earth around the building with a single 70 mm² copper conductor or 25 mm x 3 mm strip, buried at a minimum depth of 1 000 mm not more than 1 000 from the building, unless necessary to increase locally to avoid pipes or other fixtures.

The conductor shall be buried in riddled earth to improve conductivity.

The earth resistance of the ground electrode shall not exceed 30 ohms when isolated from the rest of the low voltage electrical system and down leads and shall be supplemented as necessary with driven molecular bonded copper clad steel rods manufactured to SABS 0163 - 1985.

PPSD1.8

Telemetry/GPRS Equipment

The telemetry/GPRS will send alarms and data to a control room where the operation and the security of the four Sewer Pump station can be monitored 24 hours a day. The system will monitor electric fencing, tamper switches, stopping, starting and trip out on the four system.

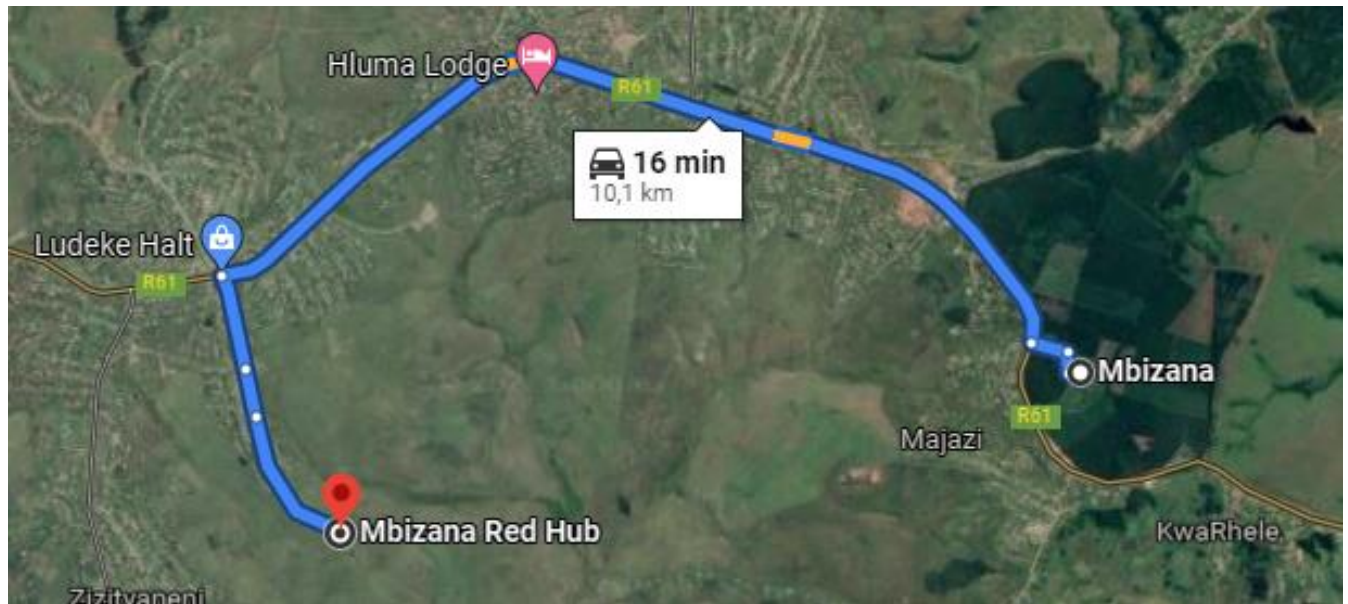
C4: SITE INFORMATION

C4. Site Information

The site is located approximately 10.1 km west of Mbizana Town in the Eastern Cape. The site coordinates are:

Longitude: 30°52'15.22"S

Latitude: 29°44'59.37"E



Site Locality Plan

SCHEDULE OF CONTRACT DOCUMENTS

SCHEDULE OF CONTRACT DOCUMENTS

The following documents form part of this Contract:

- (i) **VOLUME 1:** The General Conditions of Contract for Construction Works, Third Edition (2015), which the bidder must purchase.
- (ii) **VOLUME 2:** The SABS 1200 Standard Specification for Civil Engineering Construction issued by South African Bureau of Standards which the bidder must purchase.
- (iii) **VOLUME 3:** The Project Document, in which are bound the Bid Notice, Bid Rules, Special Conditions of Contract, Project Specifications, Schedule of Quantities, Form of Bid, and other documents.
- (iv) **VOLUME 4:** Set of drawings issued with Volume 3 for bid purposes (may be bound in at the back of Volume 3 or issued as a separate volume).

NOTE:

1. **SUBMISSION OF BID** – of the above documents, **only VOLUME 3 is to be submitted.**
2. Volume 1 and 2 are obtainable from the South African Institution of Civil Engineering