



## **PROVINCE OF KWAZULU-NATAL**

### **DEPARTMENT OF PUBLIC WORKS**

**ZNQ NUMBER :**

*(Compiler to insert quotation number)*

**SERVICE DESCRIPTION :**

*(Compiler to insert)*

**DEPARTMENT OF PUBLIC WORKS  
Private Bag X9041  
Pietermaritzburg  
3201**

*(Compiler to amend accordingly)*

**Contact:**

**Project Manager :** .....

**Telephone:** .....

**PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD ACT, (ACT NO. 38 OF 2000) AND ANY AMENDMENTS THERETO INCLUDING BOARD NOTICES, AND REGULATIONS PROMULGATED IN TERMS OF THE ABOVE MENTIONED ACT), AND THE STANDARD CONDITIONS OF TENDER AS CONTAINED IN ANNEXURE " F" OF THE STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT. IT IS ALSO SUBJECTED TO THE KWAZULU-NATAL: PROVINCIAL TREASURY SUPPLY CHAIN MANAGEMENT POLICY (DEC 2005).**

# Contents

<b>PART T1: Quotation Procedures</b>		<b>PAGES</b>
<b>T1.1</b>	Quotation Notice and Invitation to Tender	Pages 3 – 4
<b>T1.2</b>	Quotation Data	Pages 5 – 8
<b>Annex A</b>	Standard Conditions of Tender	Pages 9 – 16
<b>PART T2: Returnable Documents</b>		
<b>T2.1</b>	List of Returnable Documents	Page 17
<b>T2.2</b>	Returnable Schedules: Compulsory Enterprise Questionnaire	Pages 18 – 19
<b>PART C1: Agreement and Contract Data</b>		
<b>C1.1</b>	Form of Offer and Acceptance	Pages 20 – 22
<b>C1.2</b>	Contract Data	Pages 23 – 27
<b>PART C2: Pricing Data</b>		
<b>C2.1</b>	Pricing Instructions	Page 28
<b>C2.2</b>	Pricing Schedule	Page 29
<b>PART C3: Scope of Work</b>		
<b>C3</b>	Scope of Work	Pages 30 – 31
<b>PART C4: Site Information</b>		
<b>C4</b>	Site Information	Page 32

## PART T1: QUOTATION PROCEDURES

### T1.1 Notice and Invitation to Quotation

The Department of Public Works invites quotations for the provision of

.....

.....

.....

The contract period is .....(compiler to insert )

Tenderers must be registered with the Construction Industry Development Board in a ..... Class of construction work

Tenderers registered on the Provincial Suppliers Database are eligible to submit quotations

The physical address for collection of quotation documents is

.....

.....

Documents may be collected during working hours between 09:00-12:30 and 13:00-15:30.

**Queries relating to the issues of these documents may be addressed to**

Mr/Ms . . . . .,

Tel No. . . . . , Fax No. . . . . E mail . . . . .

**Queries relating to technical issues may be addressed to**

..... (Project Manager)

Tel No. . . . . , Fax No. . . . . E mail . . . . .

A compulsory pre quotation briefing meeting with representatives of the Employer will take place at

..... on .....

starting at ..... hrs (or compiler to state if no compulsory pre quotation meeting )

The closing time for receipt of quotations is 11:00 on .....

..... at .....(compiler to indicate relevant address )

Telegraphic, telephonic, telex, facsimile and late quotations will not be accepted.

Quotations may only be submitted on the quotation documentation that is issued.

## **Annexure to Notice and Invitation to Quotation**

### **REGISTRATION ON THE PROVINCIAL SUPPLIERS DATABASE**

In terms of the Treasury Regulations 16A issued in terms of the Public Management Finance Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework Published by the KwaZulu-Natal Provincial Treasury, all suppliers of goods and services to the Province of KwaZulu-Natal are required to register on the Provincial Suppliers Database.

If you wish to apply for registration, forms may be downloaded from the website, <http://www.kzntreasury.gov.za> or obtained by phoning the toll free number **0800 201 049**. This number is also available for general enquiries relating to Provincial procurement.

If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Province may, without prejudice to any other legal rights or remedies it may have :

- de-register the supplier from the Database,
- cancel a quotation or a contract awarded to such supplier,

The same principles as set out in above are applicable should the supplier fail to request updating of its information on the Provincial Suppliers Database, relating to changed circumstances.

### **REGISTRATION ON THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD REGISTER OF CONTRACTORS**

In terms of the Construction Industry Development Board Act ( CIDB) ( Act No. 38 OF 2000) all contractors must be registered on the register of contractors. For registration CIDB can be contacted as detailed below:

Private Bag X14  
Brooklyn Square  
0075  
Pretoria

Helpline: 0860-103-353

Website : <http://www.cidb.org.za>

## T1.2 Quotation Data

Clause number	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>) The Standard Conditions of Tender make several references to the Quotation Data for details that apply specifically to this quotation. The Quotation Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p> <p>The Joint Building Contracts Committee (JBCC'S Minor Works) agreement will apply and any clauses referred to will be prefixed with JBCC.</p> <p>The reference to the word "tender" in the Standard Condition of Tender shall be construed to mean "Quotation".</p>
F.1.1	The employer is Department of Public Works:KwaZulu-Natal Provincial Administration
F.1.2	<p>The quotation documents issued by the employer comprise:</p> <p>Part 1: Quotation Procedures  T1.1 Quotation notice and invitation to quote  T1.2 Quotation data</p> <p>Part 2: Returnable Documents  T2.1 List of returnables  T2.2. Compulsory Enterprise questionnaire</p> <p>Part C1: Agreement and Contract Data  C1.1 Form of offer and acceptance  C1.2 Contract data</p> <p>Part C2: Pricing Data  C2.1 Pricing instructions  C2.2 Pricing schedules</p> <p>Part C3: Scope of Work  C3 Scope of work</p> <p>Part C4: Site Information  C4 Site information</p>
F.1.4	<p>The employer's agent is:</p> <p>Name : .....</p> <p>Address : .....</p> <p>Tel: : .....</p> <p>Fax: : .....</p> <p>E-mail: .....</p>
F.2.1	Only those tenderers who are registered with CIDB or who are capable of being so prior to the evaluation of submissions in a ..... class of construction and are registered with the CIDB are eligible to submit quotations. Tenderers must also be registered on the Provincial Supplier's Database

F.2.7	<p>The arrangements for a compulsory pre-quotation meeting are:</p> <p>Location: .....</p> <p>Date: .....</p> <p>Starting time: .....</p> <p>The tenderer is required to sign the attendance register .</p> <p>OR</p> <p>No compulsory pre-quotation briefing meeting.</p>
F.2.10.3	The tenderer must 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.2.11	The tenderer must not make any alterations or additions to the quotation documents 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. Erasures and the use of masking fluid are prohibited.
F.2.12	Alternative Offers may not be considered.
F.2.13.5	<p>The employer's address for delivery of quotation offers and identification details to be shown on each quotation offer package are:</p> <p>Location of quotation box: .....</p> <p>Physical address: .....</p> <p>Quotation Number (ZNQ) and Service Description:</p> <p>.....</p> <p>.....</p> <p>Postal Address: ( <b>Compiler to insert</b> )</p>
F.2.15	The closing time for submission of quotation offers is as stated in the Quotation Notice and Invitation to Quotation.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed quotation offers will not be accepted.
F.2.16	The quotation offer validity period is 60 calendar days
F.2.16.2	The tenderer must , if requested by the employer, consider extending the validity period stated in the quotation data for an agreed additional period.
F.2.17	The tenderer must provide clarification of a quotation 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 total of the prices or substance of the quotation offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer
F.2.23	The tenderer is required to submit with this quotation a Certificate of Contractor Registration issued by CIDB or a copy of the application for registration ( Form F006) and a valid, original Tax Clearance Certificate with the quotation unless the Employer is in possession of a valid Tax Clearance Certificate prior to closing of the quotation.

F.3.3	Quotation offers received after the closing time stated in the quotation data, must be returned unopened, (unless it is necessary to open a quotation submission to obtain a forwarding address).
F.3.4.2	The employer must announce at the opening held immediately after the opening of quotation submissions, at a venue indicated in the quotation data, the name of each tenderer whose quotation offer is opened, the total of his prices, and time for completion.
F.3.7	The employer must determine whether there has been any effort by a tenderer to influence the processing of quotation offers and instantly disqualify a tenderer (and his quotation offer) if it is established that he engaged in corrupt or fraudulent practices.
F.3.8	<p>The employer must determine, on opening and before detailed evaluation, whether each quotation offer properly received:</p> <ul style="list-style-type: none"> <li>a) meets the requirements of the Conditions of Tender,</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the quotation documents.</li> </ul> <p>A responsive tender is one that conforms to all the terms, conditions, and specifications of the quotation documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> <li>• detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or</li> <li>• change the Employer's or the tenderer's risks and responsibilities under the contract, or</li> <li>• affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ul> <p>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.</p>
F3.11	<p>The procedure for evaluation of responsive tenderers is Method 1 ( Financial Offer )</p> <p>The financial Offer will be scored using Formula : <math>Ps = 80 \left( 1 - \frac{Pt-Pm}{Pm} \right)</math></p> <p>No preferences will be allocated.</p>
F3.13.1	<p>Quotation offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer has submitted a valid, original Tax Clearance Certificate or the Employer is in possession of a valid original Tax Clearance Certificate issued by the South African Revenue Services.</li> <li>b) the tenderer is registered with the Construction Industry Development Board in an appropriate class of Works;</li> <li>c) the tenderer has submitted a CIDB certificate of registration.</li> <li>d) 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.</li> <li>e) The tenderer has completed the Compulsory Enterprise questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform to perform the contract in the best interests of the employer or potentially compromise the quotation process.</li> <li>f) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Procurement system</li> <li>ii) failed to perform satisfactorily on any current contract and has been given a written notice to this effect.</li> </ul> </li> </ul>

	<p>If a contractor fails to render the service within the stipulated period in the contract, the employer shall in terms of Clause 12 of the JBCC Minor New Works Agreement, deduct a penalty from the value of the contract sum. The employer shall deduct an amount of one fourteenth percent thereof per calendar day for the period of delay.</p>



# **Annexure A: Standard Conditions of Tender**

*(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)*

## **F.1 General**

### **F.1.1 Actions**

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.

### **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 for the calling for expressions of interest, the following definitions apply:

- a) comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) 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
- d) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

### **F.1.4 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 read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

### **F.1.5 The employer's right to accept or reject any tender offer**

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

Submit a tender offer only if the tenderer complies with 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.2.2 Cost of tendering**

Accept that 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 satisfy requirements.

### **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) may 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**

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. Erasures and the use of masking fluid are prohibited.

#### **F.2.12 Alternative tender offers**

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

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.2.13 Submitting a tender offer**

F.2.13.1 Submit a tender offer to provide the whole of the Works, services or supply identified in the contract data and described in the scope of Works, unless stated otherwise in the 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 in black 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 shall 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.2.14 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. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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.

#### **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 total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

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, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

#### **F.2.21 Check final draft**

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

#### **F.2.22 Return of other 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 clarification**

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

#### **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 of the Tender Notice until seven 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, will then notify it to 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 opening 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, the total of his prices, preferences claimed and time for completion, if any, 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 the quality 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 quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

#### **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**

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

- a) meets 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.

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:

- detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work,
- change the Employer's or the tenderer's risks and responsibilities under the contract, or
- 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**

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

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bills of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the 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 a bills of quantities applies) 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 his arithmetical errors 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**

#### F3.11.1 **General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

#### F.3.11.2 Scoring Financial Offers

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

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

$N_{FO}$  = the number of tender evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	$P/P_m$
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	$P_m/P$

where:

$P_m$  = the comparative offer of the most favourable tender offer.

$P$  = the comparative offer of tender offer under consideration.

#### F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

#### 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**

F.3.13.1 Accept tender offer only if the tenderer satisfies the legal requirements stated in the Tender Data.

F.3.13.2 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

**F.3.14 Notice to unsuccessful tenderers**

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

**F.3.15. Prepare contract documents**

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,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

**F.3.17 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.3.18 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.



## **PART T2: RETURNABLE DOCUMENTS**

### **T2.1 List of Returnable documents**

The tenderer must complete the following returnable documents:

#### **1. Returnable Schedules required only for Quotation Evaluation Purposes**

- T2.2 :Compulsory Enterprise questionnaire

#### **2. Other Documents Required only for Quotation Evaluation Purposes**

- Copy of the Certificate of contractor registration issued by CIDB or a copy of the application for registration to CIDB ( Form 006)
- Original Valid Tax Clearance Certificate issued by SARS

#### **3.Documents Incorporated into the Contract**

- C1.1: Form of Offer and Acceptance
- C1.2 :Contract Data
- C2.2 :Pricing Schedule

## T2.2 Compulsory Enterprise Questionnaire

<b>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.</b>			
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*	
<b>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</b>			
Section 5: Particulars of companies and close corporations			
Company registration number .....			
Close corporation number .....			
Tax reference number .....			
Section 6: Record of service of the state			
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> a member of any municipal council  <input type="checkbox"/> a member of any provincial legislature  <input type="checkbox"/> a member of the National Assembly or the National Council of Province  <input type="checkbox"/> a member of the board of directors of any municipal entity  <input type="checkbox"/> an official of any municipality or municipal entity         </div> <div style="width: 50%;"> <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)  <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  <input type="checkbox"/> an employee of Parliament or a provincial legislature         </div> </div>			
If any of the above boxes are marked, disclose the following:			
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months
*insert separate page if necessary			
Section 7: Record of spouses, children and parents in the service of the state			

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

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

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

\*insert separate page if necessary

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

- 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;
- iv) 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**

## 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:

.....

....

*(Compiler to insert reference number and title of contract)*

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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 and cents); 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 the conditions of contract identified in the contract data.

Signature ..... Date .....

Print Name .....

Capacity .....

(for the tenderer)

(Name and address of the organization) .....

.....

Name and signature of witness .....

Date .....

CIDB Registration Number : .....

Provincial Database Registration Number : .....

## **Acceptance (*For Official Use Only*)**

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer/employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill 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 ..... Date .....

Name and Capacity .....  
 (for the Employer)

Department of Public Works,.....  
*(Compiler to insert relevant address)*

Name and signature of witness .....  
 Date .....

## Schedule of Deviations

1 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 tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the quotation 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.

## **C1.2 Contract Data**

### Contract Data for JBCC 2000 Forms of Contract

#### Minor Works Agreement (third edition)

The Conditions of Contract are clauses 1 to 18 of the JBCC series 2000 Minor Works Agreement (3rd edition, September 2005) prepared by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 021-8633330; 021-6852625; 041-3651835; 057-3526269; 011-8056611; 011-2059110; 031-2667070; 053-8321762; South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (043-7481156; 021-4247128; 041-5858037; 051-4474909; 011-4860684; 031-2017590; 015-2915914; 013-7532769; 0926461231559; 053-8312003; 018-4626978; 012-3413204)

## C1.2: Contract Data completed by the Employer and Contractor ( Schedule of Variables)

This schedule contains all variables referred to in this document. Spaces requiring information must be filled in, shown as not applicable, deleted and not left blank. Where choices are offered, the inapplicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule.

Clause	
20.1	<b>PRE-QUOTATION INFORMATION</b>
20.1.1	<p>The name of the Employer is The Head: Department of Public Works,.</p> <p>The address of the Employer is:</p> <p>Address (physical):</p> <p>.....</p> <p>.....</p> <p>Address (postal):</p> <p>.....</p> <p>.....</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>E-Mail: .....</p> <p>Tax/VAT registration No. ....</p> <p><b>( compiler to insert relevant data)</b></p>
20.1.2	<p>The name of the Agent is .....</p> <p>The address of the Agent is:</p> <p>Address (physical):</p> <p>.....</p> <p>.....</p> <p>Address (postal):</p> <p>.....</p> <p>.....</p> <p>Telephone: .....</p> <p>Facsimile:</p> <p>.....</p>



	<b><i>compiler to insert relevant data</i></b>												
20.1.5	The Works : ..... ..... .....												
20.1.6	The Site ..... .....												
20.1.7	Drawings Number: .....												
20.1.8	Additions, deletions and alterations to the JBCC Minor Works Agreement:  Deletions: Clause 2 ; Clauses 3.4. and 3.5 Clauses 5.1.1 and 5.1.2 and 5.1.5 and 5.1.6 Clauses 7.1.1 Clauses 13.8; and 13.9 and 13.16 Clauses 15.1.1 and 15.3.7 and 15.3.8 Clauses 16.4.7 and 16.4.8 Clauses 17.2.6 and 17.2.7												
20.1.9	The law applicable to this agreement shall be that of South Africa												
20.1.13	The construction period shall commence on ..... <b><i>( compiler to insert )</i></b>												
20.1.16	Schedule of Prime Cost Amounts ( if Applicable). The amounts in this schedule are to be included in the quotation amount:  <table border="1"> <thead> <tr> <th></th><th>Description</th><th>Amount</th></tr> </thead> <tbody> <tr> <td>1</td><td></td><td></td></tr> <tr> <td>2</td><td></td><td></td></tr> <tr> <td>3</td><td></td><td></td></tr> </tbody> </table>		Description	Amount	1			2			3		
	Description	Amount											
1													
2													
3													
20.1.17	Schedule of Employer allowances ( if Applicable). This schedule is for information purposes only and is not to be included in the quotation amount.  <table border="1"> <thead> <tr> <th></th><th>Description</th><th>Estimated Value</th></tr> </thead> <tbody> <tr> <td>1</td><td></td><td></td></tr> <tr> <td>2</td><td></td><td></td></tr> </tbody> </table>		Description	Estimated Value	1			2					
	Description	Estimated Value											
1													
2													
20.1.20	Intended date for practical completion is ..... <b><i>( compiler to insert )</i></b>												

20.1.21	Penalty per calendar day for non completion shall be an amount of one fourteenth percent of the accepted contract sum
20.1.22	Quotation submissions shall close on ..... <b>( compiler to insert )</b>
20.2	<b>POST QUOTATION INFORMATION</b>
20.2.5	Additional conditions agreed by parties ( if applicable) ..... ..... .....
20.2.6	The contract sum is.....inclusive of VAT. ( <i>Amount in Figures</i> ) Amount in words: ..... ..... <b>( compiler to insert )</b>
20.2.10	The name of the Contractor is..... The address of the Contractor is: Address (physical): ..... ..... Address (postal): ..... ..... Telephone: ..... Facsimile: ..... E-Mail: ..... TAX/VAT registration No: ..... <b>( compiler to insert relevant data)</b>

## 21.0 ACCEPTANCE BY CONTRACTING PARTIES

We the parties accept the above conditions and the offer in terms of 20.2.6 and hereby enter into a contract for the executions and completion of works.

Thus done and signed at .....on.....

-----  
Name of signatory

-----  
For and on behalf of the employer who by signature  
hereof warrants authorization hereto

-----  
Capacity of signatory

-----  
as witness

Thus done and signed at .....on.....

-----  
Name of signatory

-----  
For and on behalf of the contractor who by signature  
hereof warrants authorization hereto

-----  
Capacity of signatory

-----  
as witness

## **PART C2: PRICING DATA**

### **C2.1 Pricing Instructions**

The tenderer's prices must be provided in accordance with the scope of work i.e. the prices, rates and quantities to be included in the Pricing Schedule for the work described under several items. An item against which no price is entered will be considered to be covered by other prices in the pricing schedule. Where any item is not relevant to this specific service, such items are to be marked "not applicable" (N/A).

The method of measurement herein will be the only method of measurement recognized in connection with this contract.

All equipment or materials used in this contract is to be that which is specified or other approved (other approved means where approval is given by the Head: Public Works prior to the close of quotation)

The pricing schedule is to indicate VALUE ADDED TAX payable by employer separate in addition to total tendered prices. The quotation Offer must indicate prices inclusive of VALUE ADDED TAX.

The tenderer's obligation in pricing the tender offer and the employer's undertakings in checking and corrections of arithmetical errors are indicated in the Annexure A – Standard conditions of Tender.

The conditions of contract referred to in this document must be understood and read by the contractor and will be taken to apply at all times to the work which this contract refers. The contractor must allow whatever price or costs he may consider necessary to provide for the carrying out and due observance of the aforesaid Conditions of Contract.

## C2.2 Pricing Schedule

[illegible]

## **PART C3: PRICING DATA**

### **C3 Scope of Work**

#### **1 DESCRIPTION OF THE WORKS**

##### **1.1 Overview of the Works**

*(Compiler to provide a short description of the Works, the purpose of the Works, etc.)*

##### **1.2 Extent of the Works**

*(Compiler to provide a short outline of the scope of work)*

##### **1.3 Location of the Works**

*(Compiler to state the place where the Works are to be provided.)*

#### **2 Drawings**

*(Compiler to insert drawing numbers and types of drawings as necessary)*

#### **3 Certification by recognized bodies**

*(Compiler to state, if applicable, which institutions may certify items for inclusion in the Works and building systems, e.g. Agrément Board of South Africa.)*

#### **4 Services to be Provided**

***Compiler to state requirements, as necessary, for the contractor to***

- hook up to, and distribute, water, electricity and telecommunication services,*
- provide stand-by or back up for each service or facility the employer may provide, in the event of its interruption or failure,*
- clear up and make good when the service or facility is no longer required, 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.)*

#### **5 Unauthorised persons**

*(Compiler to include and amend as necessary)*

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

## 6 Electronic payments

Once a contract is awarded the contractor must complete a WCS Registration form and a financial detail certificate available from the Department. This form must be submitted together with a cancelled cheque or a certified bank statement and a certified copy of the ID of the person who signs the financial detail certificate.

## 7 Daily records

*(Compiler to state requirements for daily records of resources (people and equipment employed), or site diaries in respect of work performed on the site, and where such documents are to be kept.)*

## 8 Payment certificates

*(Compiler to state requirements for substantiation of claims in payment certificates to expedite verification and certification by employer.)*

## 9 Permits

*(Compiler to state requirements for contractor's staff to have security / entrance permits and the like.)*

## 10 Proof of compliance with the law

*(Compiler to state specific documents / methods by which compliance with any legislation is to be verified, as necessary.)*

## **PART C4: PRICING DATA**

### **C4 Site Information**

Tenderers are advised to visit the site before tendering in order to satisfy themselves as to the nature and full extent of the work to be done and the conditions generally affecting the execution of the contract. Claims on the grounds of lack of knowledge in such respects or otherwise will not be entertained.

*(Compiler to insert text as required and provide a locality plan as necessary, or omit if not necessary  
OR*

*(Compiler is to state "There is no site information" if there is none.)*