

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL

Department of Public Works



QUOTATION DOCUMENT

with JBCC Minor Works Agreement - 4th Edition

for projects R30,000 to R 500,000

SERVICE DESCRIPTION

INGWAVUMA: JOSINI: REPAIRS AND MAINTENANCE TO TWO CLASSROOMS

Employer:

Head: Public Works (Department of Public Works: Province of KwaZulu-Natal)

KZN Department of Public Works
Private Bag X9041
PIETERMARIZBURG
3200

Contact :

Project Leader: Siphon Dlamini
Telephone number: 035 - 8741234
WIMS No.: 021077
Quotation Number: ZNQ1222 W

Regional Office:

Private Bag X42
ULUNDI
3838
Tel No: 035 - 8741234
Fax No: 035 - 8745678

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 QUOTATION AS CONTAINED IN ANNEXURE "F" OF THE STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT. IT IS ALSO SUBJECTED TO KWAZULU-NATAL: PROVINCIAL TREASURY SUPPLY CHAIN MANAGEMENT POLICY (DEC 2005) AND THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 AND THE CONSTRUCTION REGULATIONS OF JULY 2003, **AS AMENDED FROM TIME TO TIME.**

INGWAVUMA: JOSINI: REPAIRS AND MAINTENANCE TO TWO CLASSROOMS**TABLE OF CONTENTS****THE QUOTATION**

1. <u>PART T1: QUOTATION PROCEDURES</u>	Page/s
T1.1 Tender Notice and Invitation to Quote	3
T1.2 Quotation Data	4
T1.3 Annexure F - Standard Conditions of Tender	10
T1.4 Annexure to Notice and Invitation to Quote	1
2. <u>PART T2: RETURNABLE DOCUMENTS</u>	
T2.1 List of Returnable Documents	2
T2.2 Compulsory Enterprise Questionnaire	2
T2.3 Authority to Sign Quote	1
T2.4 Declaration of Ownership	1
T2.5 Equipment Schedules applicable	5
T2.6 Contractors Health & Safety Declaration.	1
T2.7 Site Inspection Certificate.	1
T2.8 Proof of UIF Registration.	1
T2.9 Preference Certificate	8
T2.10 Original Tax Clearance Certificate.	1
T2.11 Proof of Paid Municipal Rates and Taxes.	1
T2.12 Proof of good standing with the Compensation Commissioner	1

THE CONTRACT

3. <u>PART C1: AGREEMENT AND CONTRACT DATA</u>	
C1.1 Form of Offer and Acceptance	3
C1.2 Contract Data	5
4. <u>PART C2: PRICING DATA</u>	
C2.1 Pricing Instructions	1
C2.2 Pricing Schedule	1

5. PART C3: SCOPE OF WORKS

C3.1	Scope of Works	2
C3.2	Specifications for HIV\STI Awareness	3
C3.3	HIV/STI Compliance Report	2

6. PART C4: SITE INFORMATION

C4.1	Site Information	1
C4.2	Geotechnical Investigation Report	1

7. PART C5: DRAWINGS / ANNEXURES

C5.1	List of Drawings and relevant Annexures	2
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IMPORTANT NOTICE TO BIDDERS

These forms are for internal and external use for the Department of Public Works, Province of KwaZulu-Natal.

The Total (Including Value Added Tax) on the Pricing Schedule must be carried to the "Offer" part only of the Form of Offer and Acceptance - C1.1

"Enterprise" shall mean the legal Quoting Entity or Bidder who, on acceptance of the Offer, would become the contractor

PART T1: QUOTATION PROCEDURES

T1.1 **Tender** Notice and Invitation to Quote

THE KZN DEPARTMENT OF PUBLIC WORKS INVITES QUOTATIONS FOR THE PROVISION OF:

Project title:	INGWAVUMA: JOSINI: REPAIRS AND MAINTENANCE TO TWO CLASSROOMS
Quotation no:	ZNQ1222 W

Advertisement date:	12 May 2009	Closing date:	13 June 2009
Closing time:	11:00	Validity period:	60 Calendar Days

It is estimated that Bidders should have a CIDB contractors grading designation of 1GB or higher. No alternative Class of work, as referred to in Clause 25(3)(a)(i) of the CIDB Regulations, as amended, is anticipated for this project.

<input type="checkbox"/>	<p>It is estimated that Potentially Emerging enterprises should have a CIDB contractor grading of (N/A) and satisfy the criterion stated in the Quotation Data. (Only applicable if Client has an Official Mentorship programme in place to assist potentially emerging enterprises)</p> <p>All Bidders should have a CIDB Class of Construction Contractor Grading Designation as indicated above. No Bidder with a PE status can be considered if "N/A" is indicated above because the Department does not have an Official Mentorship Programme in place to assist a Potentially Emerging Enterprise.</p>
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Only Bidders who are responsive to the following responsiveness criteria are eligible to submit Quotations:

Bidders registered on the Provincial Suppliers Database are eligible to submit quotations.

<input checked="" type="checkbox"/>	<p>Only those Bidders 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 Quoted for a 1GB or higher, class of construction work, are eligible to submit quotes. Quotation values in close proximity to the limit of a Quotation value range will be dealt with in accordance with Clause 25(3)(a)(ii) and 25(7A) of the latest amended Regulations.</p>
<input checked="" type="checkbox"/>	<p>Joint ventures are eligible to submit Quotations provided that:</p> <ol style="list-style-type: none"> 1 every member of the joint venture is registered with the CIDB; 2 the lead partner has a contractor grading designation in the 1GB or higher, class of construction work. 3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation in accordance with the sum Quoted for a 1GB or higher, class of construction work.
<input checked="" type="checkbox"/>	<p>Quotation document must be properly received on or before the Quotation closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Quotation).</p>

<input checked="" type="checkbox"/>	Authority to sign Quote.
<input checked="" type="checkbox"/>	Declaration of Ownership
<input checked="" type="checkbox"/>	Submission of Compulsory Returnable Schedules.
<input checked="" type="checkbox"/>	Site Inspection Certificate.
<input checked="" type="checkbox"/>	Original Tax Clearance Certificate.
<input checked="" type="checkbox"/>	Complete Schedule of rates is to be submitted on the day of the Quotation closing date.
<input checked="" type="checkbox"/>	Proof of good standing with the Compensation Commissioner
<input checked="" type="checkbox"/>	Proof of Paid Municipal Rates and Taxes.
<input checked="" type="checkbox"/>	Proof of UIF Registration.
<input checked="" type="checkbox"/>	Contractors Health & Safety Declaration.
<input checked="" type="checkbox"/>	Compulsory Enterprise Questionnaire.

This tender will be evaluated according to the preferential procurement model in the PPPFA:

80/20 Preference point scoring system

Price / Quality:	
Price:	100%
Quality:	0%
Total must equal (100%):	100%

Preference point scoring system will be broken down as follows:

Preference:			
1. Historically Disadvantaged Individuals (HDI)			
(a)	HDI (PPG i.e. African Female) equity ownership	8.00	Points
(b)	HDI (PPG i.e. African Male) equity ownership	4.00	Points
(c)	HDI (Colored and/or Indian Female) equity ownership	1.00	Points
(d)	HDI (Colored and/or Indian Male) equity ownership	1.00	Points
(e)	White Female equity ownership	1.00	Points
(f)	Disabled person(s) equity ownership	1.00	Points
(g)	Youth equity ownership	4.00	Points
2. Other specific goals (according to the PPPFA):			
(a)	Contract participation goal by awarding contracts to targeted enterprises	N/A	Points
(b)		N/A	Points
(c)		N/A	Points
Total must equal 10 or 20 points		20	Points

Notes:

- 1 Bidders claiming disability points must submit a medical certificate.
- 2 Bidders claiming preference points must sign and submit the Preference Certificate.
- 3 The requirements in respect of the application of either 80/20 and 90/10 preference points scoring system, as reflected in clause F3.11 of the **Tender Data**, will apply and the points reflected above for preferences will be adjusted accordingly on a pro-rata basis if required.
- 4 Bidders will qualify for indirect preference points if their Quoted contract participation goals exceeds (N/A)%. Bidders may increase their contract participation goals above the minimum and the Bidders who Offers the highest contract participation goal will receive the maximum indirect preference points allocated above (Preference 2(a))

COLLECTION OF QUOTATION DOCUMENTS:

Quotation documents may be collected during working hours at the following address :

Department of Public Works, North Coast Regional Office, 1st Floor, Legislative Assembly & Administration Building, Prince Mangosuthu Street, Ulundi

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

BRIEFING MEETING

A Compulsory pre-Quotation briefing meeting with representatives will take place at:

Tenderers to meet at the Pick 'n Pay in Mbazwane opposite the Federated timbers behind the Shell garage as you come into the town.

on: **23 June 2007**

QUERIES RELATED TO QUOTATION DOCUMENTS MAY BE ADDRESSED TO:

DOPW Project Leader:	Sipho Dlamini	Telephone no:	035 - 8741234
Cell no:	0835566777	Fax no:	035 - 8745678
E-mail:	sipho.dlamini@pwd.gov.za		

QUERIES RELATED TO TECHNICAL ISSUES MAY BE ADDRESSED TO:

DOPW Project Leader:	Sipho Dlamini	Telephone no:	035 - 8741234
Cell no:	0835566777	Fax no:	035 - 8745678
E-mail:	sipho.dlamini@pwd.gov.za		

QUERIES RELATED TO SAFETY, HEALTH AND ENVIRONMENTAL ISSUES MAY BE ADDRESSED TO:

Safety Officer:	Elias Dlamini	Telephone no:	035 - 8741234
Cell no:	0821122333	Fax no:	035 - 8745678
E-mail:	e.dlamini@kzn.gov.za		

DEPOSIT / RETURN OF QUOTATION DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic and / or late Quotations will not be accepted.

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

POSTED TO:
Regional Manager KZN Department of Public Works Private Bag X42 ULUNDI 3838
Attention: Pre-Bid and Adjudication Division

OR

DEPOSITED IN THE Quotation BOX AT:
KZN Department of Public Works 1st Floor, Legislative Assembly and Administration Mangosuthu Street ULUNDI

T1.2 QUOTATION DATA

Project title:	INGWAVUMA: JOSINI: REPAIRS AND MAINTENANCE TO TWO CLASSROOMS		
WIMS no:	021077		
Quotation no:	ZNQ1222 W	Closing date:	13 June 2009
Closing time:	11:00	Validity period:	60 Calendar Days
Clause number:	<p>The conditions of Quotation are the Standard Conditions of Quotation as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 751 published in Government Gazette No. 27831 of 22 July 2005 and as amended from time to time. (see www.cidb.org.za). Refer to Conditions of Quotation as bound into this document.</p> <p>The Standard Conditions of Quotation 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 Quotation.</p> <p>Each item of data given below is cross-referenced to the clause marked "F" in the above mentioned Standard Conditions of Quotation.</p> <p>The Joint Building Contracts Committee (JBCC's Minor Works - 4th Edition) agreements will apply and any clauses referred to will be prefixed with JBCC.</p> <p>The conditions of quotation are also subject to the Treasury Regulations 16A and the KwaZulu Natal Supply Chains Management Policy Framework.</p> <p>The reference to the word "Tender" in the Standard Condition of Quotation shall be construed to mean "Quotation:".</p>		
F.1.1	The employer is the Head: Public Works (Department of Public Works -Province of KwaZulu-Natal)		
F.1.2	The quotation documents issued by the employer comprise:		
	Part 1: Quotation procedures		
	T1.1 - Tender Notice and Invitation to Quote		
	T1.2 - Quotation Data		
	T1.3 - Annexure F - Standard Conditions of Tender		
	T1.4 - Annexure to Notice and Invitation to Quote		
	Part 2: Returnable documents		
	T2.1- List of returnable documents		
	T2.2 - Compulsory Enterprise Questionnaire		
	T2.3 - Authority to Sign Quote		
	T2.4 - Declaration of Ownership		
	T2.5 - Equipment Schedules		
	T2.6 - Contractors Health & Safety Declaration		
	T2.7 - Site Inspection Certificate		
	T2.8 - Proof of UIF Registration		
	T2.9 - Preference Certificate		
	T2.10 - Original Tax Clearance Certificate		
	T2.11 - Proof of Paid Municipal Rates and Taxes		
	T2.12 - Proof of Good Standing with the Compensation Commissioner		
	CONTRACT		
	Part C1: Agreements and Contract Data		
	C1.1 - Form of Offer and Acceptance		
	C1.2 - Contract Data		
	Part C2: Pricing Data		
	C2.1 - Pricing Instructions		
	C2.2 - Pricing Schedules		
	Part C3: Scope of Works		
	C3.1 - Scope of Works		
	C3.2 - Specification for HIV/Aids Awareness		
	C3.3 - HIV/STI Compliance Report		

Quotation no: ZNQ1222 W

	<p>Part C4: Site Information</p> <p>C4.1 - Site Information</p> <p>C4.2 - Geotechnical Investigation Report</p> <p>Part C5: Drawings and Annexure's</p> <p>C5.1 - List of Drawings and relevant Annexure's</p>												
F.1.4	<p>The Employer's agent is:</p> <table border="1"> <tr> <td>Name:</td> <td>Sipho Dlamini</td> </tr> <tr> <td>COLLECTION OF</td> <td>Project Leader</td> </tr> <tr> <td>Address:</td> <td>Private Bag X42 , ULUNDI , 3838</td> </tr> <tr> <td>Tel:</td> <td>035 - 8741234</td> </tr> <tr> <td>Fax:</td> <td>035 - 8745678</td> </tr> <tr> <td>E-mail:</td> <td>sipho.dlamini@pwd.gov.za</td> </tr> </table> <p>The second sentence shall read "Communication can be in any of the official languages recognised in KwaZulu-Natal which is English, Afrikaans or Zulu but writing is preferred in English as this is generally accepted as a business language"</p>	Name:	Sipho Dlamini	COLLECTION OF	Project Leader	Address:	Private Bag X42 , ULUNDI , 3838	Tel:	035 - 8741234	Fax:	035 - 8745678	E-mail:	sipho.dlamini@pwd.gov.za
Name:	Sipho Dlamini												
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Address:	Private Bag X42 , ULUNDI , 3838												
Tel:	035 - 8741234												
Fax:	035 - 8745678												
E-mail:	sipho.dlamini@pwd.gov.za												
F.1.6	Tenderer scoring the highest points												
F.2.1	Only those Bidders who are registered with CIBD or who are capable of being so prior to the evaluation of submissions in a 1GB class of construction and are registered with the CIDB are eligible to submit quotations. Bidders must also be registered on the Provincial Suppliers Database.												
F.2.2	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.												
F.2.7	<p>The arrangements for a Compulsory Pre-Quotation Meeting are:</p> <p>Location and Time: Tenderers to meet at the Pick 'n Pay in Mbazwane opposite the Federated timbers behind the Shell garage as you come into the town.</p> <p>Date: 23 June 2007</p> <p>The Bidder is required to sign the attendance register.</p> <p>OR</p> <p>No compulsory pre-quotation briefing meeting.</p>												
F.2.10.3	The Bidders 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 Bidder must not make any alterations or additions to the quotation documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Bidder. All signatories to the Quotation offer shall initial all such alterations. Erasures and the use of the masking fluid are prohibited.												
F.2.12	Alternative Offers may not be considered												
F.2.13.1	To provide the whole of the Works as per the Scope												
F.2.13.5	The Employer's address for delivery of Quotation offers and identification details to be shown on each Quotation offer package are as per T1.1 Tender Notice and Invitation to Quote .												
F.2.15	<p>The closing time for submission of Quotation offers is as per T1.1 Tender Notice and Invitation to Quote.</p> <p>Telephonic, telegraphic, telex, facsimile or emailed quotation offers will not be accepted.</p>												
F.2.16	The quotation offer validity period is 60 calendar days.												
F.2.16.2	The Bidder must, if requested by the employer, consider extending the validity period stated in the Quotation Data for an agreed additional period.												

Quotation no: ZNQ1222 W

F.2.17	The Bidder must provide clarification of a quotation offer in response to a request to do so from the employer during the evaluation of Quotation 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 offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.
F.2.23	The Bidder 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) a valid, original tax clearance certificate with the quotation unless the Employer is in possession of a valid Tax Clearance and letter issued by the SME component.
F.3.3	Quotation offers received after the closing time stated on 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 Bidder 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 Bidder to influence the processing of quotation offers and instantly disqualify a Bidder (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 valuation, whether each quotation offer properly received:</p> <ul style="list-style-type: none"> a) complies with the requirements of the Conditions of Quotation. b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the quotation documents. <p>A responsive Quotation 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"> a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or b) significantly change the Employers or the Bidders risks and responsibilities under the contract, or c) affect the competitive position of other Bidders presenting responsive Quotations, if it were to be rectified. <p>Reject a non-responsive Quotation offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
F.3.11	<p>1. The procedure for evaluation of responsive Bidders is Method 2 (Financial offer and preferences) Bidders are advised that the 80/20 Preference Point System as prescribed in the Supply Chain Management Policy (Dec 2005) will apply in the evaluation of this quotation.</p> <p>The financial Offer will be scored using Formula: $P_s = 80 \left(1 - \left(\frac{P - P_m}{P_m} \right) \right)$</p> <p>and where:</p> <ul style="list-style-type: none"> P_s = Points scored for price of bid under consideration. P_t = Rand value of bid under consideration. P_{min} = Rand value of lowest acceptance bid

Quotation no: ZNQ1222 W

	<p>2. A maximum of 20 preference points may be awarded to a Bidder for achieving the following specified goals.</p> <ul style="list-style-type: none"> (a) A maximum of 8 preference points may be allocated to a HDI PPG African woman with 100% equity ownership in an entity. (b) A maximum of 4 preference points may be allocated to a HDI PPG African male with 100% equity ownership in an entity. (c) A maximum of 1 preference points may be allocated to a HDI Coloured and/or Indian female with 100% equity ownership in an entity. (d) A maximum of 1 preference points may be allocated to a HDI Coloured and/or Indian male with 100% equity ownership in an entity. (e) A maximum of 1 preference points may be allocated to a white female with 100% equity ownership in an entity. (f) A maximum of 1 preference points may be allocated to disabled person(s) with 100% equity ownership in an entity. (g) A maximum of 4 preference points may be allocated to youths with 100% equity ownership in an entity. <p>The calculation of Preference Points will be based on the following formula:</p> $NEP = NOP \times \frac{EP}{100}$ <p>Where:</p> <p>NEP = Points awarded for equity ownership by an HDI</p> <p>NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category.</p> <p>EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.</p> <p>For this purpose Bidders are required to complete and return the application for preference points (Preferencing Schedule) Included elsewhere in this quotation document.</p>
<p>F.3.13</p>	<p>Quotation offers will only be accepted if:</p> <ul style="list-style-type: none"> (a) the Bidder has in his/her possession an Original Valid Tax Clearance Certificate issued by the South African Revenue Services. (b) the Bidder is registered with the Construction Industry Development Board in an appropriate class of works and the Bidder has submitted a CIDB certificate of registration. (c) the Bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges. (d) the Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform to the contract in the best interests of the employer or potentially compromise the quotation process. (e) the Bidder has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. (f) the Bidder or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of corrupt Activities Act of 2004 as a person prohibited from doing business with the Public Sector. (g) The Bidder has signed and submitted the Authority to Sign. (h) The Bidder has signed and submitted the Declaration of Ownership. (i) The Bidder has signed and submitted the Equipment Schedules, if applicable. (j) The Bidder has submitted Proof of UIF registration and good standing with the Compensation Commissioner. (k) The Bidder has submitted the Signed Form of Offer that is part of the Form of Offer and Acceptance. (l) Proof of Paid Municipal Rates and Taxes.
<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 Works Agreement, deduct a penalty from the value of the contract sum. The employer shall deduct an amount as indicated in the Minor Works Agreement Contract Data EC.</p>	

T1.3 - Annexure F - 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 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.**
- F.1.1.3** **The employer shall not seek and the 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 for the calling for expressions of interest, 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 interest exist between an employee and the organisation which employs that employee.**
 - b) **comparative offer** means the tenderer's financial offer after **all** tendered parameters that will affect the value of the financial offer have been taken into consideration **in order to enable comparisons to be made between offers on a comparative basis.**
 - 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; and
 - 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) **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. **Communication** 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 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 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.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 requires 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 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

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.

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

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. Erasures and the use of masking fluid are prohibited.

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.2.13 Submitting a tender offer

F.2.13.1 Submit **one** tender offer **only, either as 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 substitutes 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.

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 request 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 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 and, where applicable, the total of his prices, preferences claimed 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 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 more than 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

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 responsive tenders **for discrepancies between amounts in words and amounts in figures**. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 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 items 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.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting
- b) Where there is an error in the total of the prices either as a result of other corrections required by

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 **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: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) **Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to so and the process set out in this subclause is repeated.**

F.3.11.3 Method 2: Financial offer and preferences

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following
$$T_{EV} = N_{FO} + N_p$$
where:
 N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_p is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the 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.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following
$$T_{EV} = N_{FO} + N_Q$$
where:
 N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) 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.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data, if any.

- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the tender data:

$$T_{EV} = N_{FO} + N_p + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_p is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) 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.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.6 Decimal places

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

F.3.11.7 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 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 points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

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

- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or 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.

T1.4. Annexure to Notice and Invitation to Quote

REGISTRATION ON THE PROVINCIAL SUPPLIERS DATABASE

In terms of the KwaZulu-Natal Procurement Regulations promulgated in terms of the Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy, 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 supplier would become liable for any damages if a less favourable quotation is accepted or less favourable arrangements are made.

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
75
Pretoria

Helpline: 0860-103-353

[Website : http://www.cidb.org.za](http://www.cidb.org.za)

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

T2.1 LIST OF RETURNABLE DOCUMENTS

Project title:	INGWAVUMA: JOSINI: REPAIRS AND MAINTENANCE TO TWO CLASSROOMS		
Project Manager:	Sipho Dlamini	Quotation no:	ZNQ1222 W

1. RETURNABLE SCHEDULES REQUIRED FOR QUOTATION EVALUATION PURPOSES

(Quotationer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Number of pages issued	Returnable document	
Compulsory Enterprise Questionnaire	3 Pages	Yes	<input type="checkbox"/>
Authority to Sign Quote	1 Page	Yes	<input type="checkbox"/>
Declaration of Ownership	1 Page	Yes	<input type="checkbox"/>
Equipment Schedules applicable	5 Pages	Yes	<input type="checkbox"/>
Preference Certificate	8 Pages	Yes	<input type="checkbox"/>
Site Inspection Certificate.	1 Page	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>
		No	<input type="checkbox"/>
		No	<input type="checkbox"/>
		No	<input type="checkbox"/>
		No	<input type="checkbox"/>
		No	<input type="checkbox"/>
		No	<input type="checkbox"/>
		No	<input type="checkbox"/>
		No	<input type="checkbox"/>

2. RETURNABLE SCHEDULES REQUIRED FOR QUOTATION EVALUATION PURPOSES BUT TO BE SUPPLIED BY THE BIDDER

(Quotationer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Returnable document	
CIDB Registration form or application for Registration form (F006)	Yes	<input type="checkbox"/>
Valid Original Tax Clearance Certificate	Yes	<input type="checkbox"/>
Proof of Paid Municipal Rates and Taxes.	Yes	<input type="checkbox"/>
Proof of UIF Registration.	Yes	<input type="checkbox"/>
Contractors Health & Safety Declaration.	Yes	<input type="checkbox"/>
Proof of good standing with the Compensation Commissioner	Yes	<input type="checkbox"/>
<i>insert document name</i>	No	<input type="checkbox"/>
<i>insert document name</i>	No	<input type="checkbox"/>
<i>insert document name</i>	No	<input type="checkbox"/>
<i>insert document name</i>	No	<input type="checkbox"/>

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

(Quotationer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Number of pages issued	Returnable document	
Form of Offer and Acceptance	3 Pages	Yes	
Contract Data	5 Pages	Yes	
Pricing Schedule	1 Page	Yes	
<i>insert document name</i>	[fill in] Pages	No	

T2.2 Compulsory Enterprise Questionnaire

Project title:	INGWAVUMA: JOSINI: REPAIRS AND MAINTENANCE TO TWO CLASSROOMS		
Quotation no:	ZNQ1222 W	WIMS no:	021077

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:

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 6 partners

Section 5: Particulars of companies and close corporations

Company registration number	
Close corporation number	
Tax reference number	

Section 6: Record of service of the state

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

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

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

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

*insert separate page if necessary

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

- i) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Quotation Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- ii) 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;
- iii) confirms that I / we are not associated, linked or involved with any other Quotating entities submitting Quotation offers and have no other relationship with any of the Quotationers 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.

Position of authorised representative		Date	
Signature of authorised representative			
Name of authorised representative			
Enterprise name			

T2.3 AUTHORITY TO SIGN QUOTE

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

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

held at (town): _____ on (date): _____

RESOLVED that:

1. The Enterprise submits a Quote to the KZN Department of Public Works in respect of the following project:

INGWAVUMA: JOSINI: REPAIRS AND MAINTENANCE TO TWO CLASSROOMS

Bid / Quotation Number: **ZNQ1222 W**

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: *(Authorised Signatory)*

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

1. * Delete which is not applicable.
2. NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Legal Quoteing Enterprise authorising the Representative to make this Offer.
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.
4. In the case of the Quoteing Enterprise being a Close Corporation, a certified copy of the Founding Statement of such corpora - tion must be attached to this Quote.

ENTERPRISE STAMP (If Any)

T2.4 DECLARATION OF OWNERSHIP

Declaration with respect of HDI / black person / priority population group equity ownership

List all shareholders by name, identity number, citizenship, status, ownership, as relevant

<u>Name</u>	<u>ID Number</u>	<u>Date obtained citizenship</u>	<u>HDI STATUS</u>				<u>Priority population group</u>	<u>Percentage equity ownership or in the case of a joint venture, the percentage of the contract to be managed or excuted by targeted persons</u>
			Black person (no franchise in national elections) Yes \ No	Women Yes \ No	Disabled person Yes \ No	Youth (black person, woman or diabled person) Yes\ No		

 Authorised Representative Signature

 Print Name

 Date

T2.5 EQUIPMENT SCHEDULES

Project title:	INGWAVUMA: JOSINI: REPAIRS AND MAINTENANCE TO TWO CLASSROOMS		
Quotation no:	ZNQ1222 W	WIMS no:	021077

The Quotationer shall complete the following schedules giving details of the various items of materials or equipment that he includes in his offer.

TECHNICAL DATA: STANDBY PLANT

Manufacturer:			
Model number:			
Serial number:			
Voltage			
KVA			
Frequency			
RPM			
Cylinder/stroke			
Fuel capacity and consumption			
Sound pressure level			
Condenser air flow rate			
Attenuation type			
Battery Type			
AMF Change Over Panel Type			
Starter Motor Type and Voltage			
Standard Compliance			

WIMS no: 021077

EQUIPMENT SCHEDULES

TECHNICAL DATA: UNINTERRUPTABLE POWER SUPPLY UPS

Manufacturer	
Model	
Frequency	
Harmonic Distortion Reduction	
Operating Temperature	
Range of Protection – Lightning Strike	
KVA	
Maximum current, cooling mode	
Agent	
Telephone number of Agent	
Brochure enclosed	Yes/No

TECHNICAL DATA: PARCEL X-RAY UNITS

Manufacturer	
Model	
Dimension /Size	
Resolution	
Zoom ranges	
External Radiation Levels	
Standard Compliance	
Electrical nominal voltage	Volts
Monitor Type and size	
Agent	
Telephone no of Agent	
Brochure enclosed	Yes/No

WIMS no: 021077

EQUIPMENT SCHEDULES

TECHNICAL DATA: WALK THROUGH DETECTOR

Manufacturer	
Model	
Timer mode	
No of sequential settings per time switch	
No of N/O and N/C contacts per setting	
Adjustable time lapse between settings	
Operating voltage	
Operating current	
Agent	
Telephone number	
Brochure enclosed	Yes/No

TURNSTILE

Manufacturer	
Size	
Range	
Voltage	
Battery Back Up Time	
Finish	
Agent	
Telephone number	
Brochure enclosed	Yes/No

WIMS no: 021077

EQUIPMENT SCHEDULES

TECHNICAL DATA: PARAPLEGIC LIFT

Manufacturer	
Panel thickness	
Load	
Stops	
Car Size	
Door Opening	
Door Type	
Speed	
Type of Drive	
Speed Control	
Type of Car and Landing Buttons	
Type of Landing Door Frames	
Type of Door	
Internal Finishes	
Pit	
Head Room	
Battery Type	
Method of joining panels	
Floor construction	
Standard Compliance	
Agent	
Telephone number of Agent	
Brochure enclosed	Yes/No

WIMS no: 021077

EQUIPMENT SCHEDULES

TECHNICAL DATA: AIR-CONDITIONING AND VENTILATION INSTALLATION

Area:		
Manufacturer:		
Model number:	WCPU	
	Cooling Tower	
Serial number:	WCPU	
	Cooling Tower	
Voltage		V
Starting amps		A
Running amps		A
System supply gauge pressure		kPA
System return gauge pressure		kPA
Condenser water inlet temperature		°C
Condenser water outlet temperature		°C
Condenser water flow rate		l/s
Blower unit air inlet temperature		°C
Blower unit air outlet temperature		°C
Blower unit air flow rate		m ³ /s
Conditioned room air temperature after 1 hour, Design		°C
Conditioned room air temperature after 1 hour, Actual		°C

T2.6 - CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION

Project title:	INGWAVUMA: JOSINI: REPAIRS AND MAINTENANCE TO TWO CLASSROOMS		
Quotation no:	ZNQ1222 W	WIMS no:	021077

INTRODUCTION

In terms of Regulation 4(4) of the Construction Regulations of July 2003 a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of July 2003. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Quote.

DECLARATION

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of July 2003 and the Generic Construction Safety, Health and Environmental Specifications.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction works under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of July 2003 and the Generic Construction Safety, Health and Environmental Specifications.
3. I hereby confirm that adequate provisions has been made in my tender to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of July 2003 and the Generic Construction Safety, Health and Environmental Specifications.
4. I hereby undertake that if my tender is accepted, to provide before commencement of the Works under the contract or as required by the Conditions of the Contract, a suitable and sufficiently documented Construction Safety, Health and Environmental Management Plan in accordance with Regulation 5(1) of the Construction Regulations of July 2003, which shall be subject to approval by the Client.
5. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety Health and Environmental Management Plan has been approved in writing by the Client.
6. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
 - a) Client's Construction Safety, Health and Environmental Specification.
 - b) Approved Construction Safety, Health and Environmental Plan.
 - c) Occupational Health and Safety Act, Act 85 of 1993.
 - d) Construction Regulations of July 2003.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of July 2003, and accept that my tender will be rejected.

Duly signed at..... on this the..... day of..... 200.....

 Full Name of Signatory

 Name of Enterprise

 Capacity of Signatory

 Signature of authorised representative of Quoteer

T2.7 - SITE INSPECTION MEETING CERTIFICATE

Project title:	INGWAVUMA: JOSINI: REPAIRS AND MAINTENANCE TO TWO CLASSROOMS		
Quotation no:	ZNQ1222 W	WIMS no:	021077
Closing date:	13 June 2009		

This is to certify that I, _____ (Name of authorised Representative)
 representing _____ (Name of Enterprise)
 visited the site on: _____ (Date)

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

Name of Bidder	Signature	Date

Name of DOPW Representative	Signature	Date

This form is only to be completed when applicable to the tender and if a Compulsory Site meeting has been called.

T2.8 - CERTIFIED PROOF OF VALID UIF REGISTRATION

Project title:	<i>INGWAVUMA: JOSINI: REPAIRS AND MAINTENANCE TO TWO CLASSROOMS</i>		
Quotation no:	ZNQ1222 W	WIMS no:	021077

ATTACH A CERTIFIED COPY OF PROOF, THAT
THE BIDDER IS IN GOOD STANDING WITH THE
UIF TO THIS PAGE FOR ADJUDICATION
PURPOSES

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the **UIF** in respect of each party to the Joint Venture must be attached to this page

T2.9 - PREFERENCE CERTIFICATE

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all tenders:

- the 80/20 system for requirements with a Rand value of up to R500 000; and

1.1.1 Where the financial value inclusive of VAT of one or more responsive tenders received equals or is less than R500 000, the 80/20 system shall be applicable.

1.2 Preference points for this tender shall be awarded for:

- 1.2.1 Price; and
- 1.2.2 Preference points, as specified in the attached forms.

1.3 The points for this tender are allocated as follows:

		Points:
1.3.1	PRICE	80
1.3.2	SPECIFIC CONTRACT PARTICIPATION GOALS	
1.3.2.1	Historically Disadvantaged Individuals (HDI)	
	(i) HDI (PPG i.e. African Female) equity ownership	8.00
	(ii) HDI (PPG i.e. African Male) equity ownership	4.00
	(iii) HDI (Colored and/or Indian Female) equity ownership	1.00
	(iv) HDI (Colored and/or Indian Male) equity ownership	1.00
	(v) White Female equity ownership	1.00
	(vi) Disabled person(s) equity ownership	1.00
	(vii) Youth equity ownership	4.00
1.3.2.2	Other Specific Goals (as prescribed in the PPPFA regulations)	
	(i) <i>[insert specific goal]</i>	N/A
	(ii) <i>[insert specific goal]</i>	N/A
	(iii) <i>[insert specific goal]</i>	N/A
	(iv) <i>[insert specific goal]</i>	N/A
	TOTAL POINTS FOR PRICE, HDI and OTHER SPECIFIC GOALS	100

Total points for Price, HDIs and Other Specific Goals **must not exceed 100**

Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.2.2. above.

1.4 Failure on the part of a tenderer to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

1.5 The Department 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 Department.

1.6 The tenderer who claims a preference, undertakes to:

- 1.6.1 not sub-contract more than 25% of the contract price.
- 1.6.2 maintain an equity ownership of not less than that upon which the preference is based for the duration of the contract, or in the case.
- 1.6.3 accept the sanction set out in 1.7 (below) should conditions 1.6.1 or 1.6.2 be breached; and
- 1.6.4 complete section 1.3, 6.7 and 7 below as relevant.

Failure to fill in and/or sign this form may be interpreted to mean that preference points are not claimed.

1.7 The Sanction for breaching the preferencing conditions are:

- 1.7.1 termination of the contract; or
- 1.7.2 a financial penalty payable to the employer equal to 1,5 times the number of tender evaluation points awarded in respect of the preference claimed, multiplied by the Contract Price exclusive of Value Added Tax, divided by 100.

2 GENERAL DEFINITIONS

- 2.1 “**Acceptable tender**” means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 2.2 “**Tender**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 “**Black**” is a generic term which means who are Africans, Coloured's and Indians.
- 2.4 “**Comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.5 “**Consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.6 “**Contract**” means the agreement that results from the acceptance of a tender by an organ of state.
- 2.7 “**Co-operative**” means an autonomous association of persons united voluntarily to meet their common economic and social needs and aspirations through a jointly owned and democratically controlled enterprise organised and operated on co-operative principles.
- 2.8 “**Control**” means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.9 “**Disability**” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.10 “**Disabled Person**” means a person with a disability.
- 2.11 “**Equity Ownership**” means the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of the company's shares that are owned by individuals, who are actively involved in the management of an enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
- Note:** All claims for equity ownership will be considered according to the following criterion:
- equity within private companies will be based on the percentage of equity ownership;
 - preference points will not be awarded to public companies and tertiary institutions;
 - equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust (i.e. the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person); and
 - a joint venture may, based on the percentage of the contract value managed or executed by their HDI's, be entitled to equity ownership.
- 2.12 “**Historically Disadvantaged Individual (HDI)**” means a South African citizen.
- 2.12.1 who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim constitution”); and \ or;
- 2.12.2 who is a female; and/or

2.12.3 who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

- 2.13 “**Joint venture (consortium)**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of the contract;
- 2.14 “**Management**” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.15 “**Owned**” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.16 “**Person**” includes reference to a juristic person.
- 2.17 “**Priority Population Group (PPG)**” means Historically Disadvantaged individual who falls into population groups that were not offered a franchise in National elections before or after the introduction of the 1984 tricameral parliamentary system and only received franchise during 1994;
- 2.18 “**Rand value**” means the total estimated value of a contract in Rand denomination that is calculated at the time of tender invitations and includes all applicable taxes and excise duties.
- 2.19 “**Specific goals**” means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.20 “**Sub-contracting**” means the primary contractor’s assigning or leasing or making out work to, or employ- ing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.21 “**Youth**” means all persons between the ages of 18 and 35 years at the time of tender closing.

3 ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4 EVALUATION USING A POINT SYSTEM

- 4.1 Responsive tenders will be evaluated by the Department using a system which awards points on the basis of:
- 4.1.1 The tendered price
- 4.1.2 Equity ownership
- 4.2 The tenderer obtaining the highest number of points will usually be awarded the contract.
- 4.3 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.4 Points scored will be rounded off to 2 decimal places.
- 4.5 In the event of equal points scored, the tender will be awarded to the tenderer scoring the highest number of points for specified goals.

5 POINTS AWARDED FOR PRICE

5.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where:

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

6 POINTS AWARDED FOR HISTORICALLY DISADVANTAGED INDIVIDUALS

6.1 In terms of the **Preferential Procurement Regulation number 13 (2)** preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where:

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category.

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.
- 6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.
- 6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.
- 6.7 Tendered preference claim in respect of HDI's woman, disabled and youth.

I/we apply on behalf of my/our firm for a preference based on:

Non-joint ventures

	HDI's						
	No franchise in National election (Black person)						
	PPG African Female	PPG African Male	Coloured/ Indian Female	Coloured/ Indian Male	White Female	Disabled*	Youth
Equity Ownership %	%	%	%	%	%	%	%
For office use only: No. of preference points awarded by employer	TOTAL: <input type="text"/>						

*If points are claimed for a disability, indicate nature of impairment by including the Medical Certificate for the Confirmation of Permanent Disability Status with the tender submission

Joint ventures

	HDI's						
	No franchise in National election (Black person)						
	PPG African Female	PPG African Male	Coloured/ Indian Female	Coloured/ Indian Male	White Female	Disabled*	Youth
Equity Ownership %	%	%	%	%	%	%	%
For office use only: No. of preference points awarded by employer	TOTAL: <input type="text"/>						

*If points are claimed for a disability, indicate nature of impairment by including the Medical Certificate for the Confirmation of Permanent Disability Status with the tender submission

7 TENDER DECLARATION

7.1 Tenderers who claim points in respect of equity ownership must complete the Tender Declaration at the end of this form.

8 DECLARATION WITH REGARD TO EQUITY

8.1 Enterprise details:

Name of enterprise	
Postal address	
Physical address	
Telephone No.	
Fax No.	
Contact person	
Enterprise income tax reference	
VAT registration number	
Company registration number	

8.2 Type of enterprise: *(make a X in the applicable box)*

Sole Proprietor

Close Corporation

Partnership

Public Company

Describe principal business activities:

8.3 Company classification:

Manufacturer

Contractor and/or
Supplier

Professional service
provider

other service
providers,

8.4 Date on which the enterprise was established: _____

9. **Table 10 - List all shareholders by name, position, identity number, citizenship, HDI status and ownership, as relevant.**
(Information to be used to calculate the points claimed in paragraph 6.1)

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	HDI Status				Women	Disabled*	Youth	% of business / enterprise owned	
				No franchise prior to elections								
				PPG African		Coloured Indian						
				Female	Male	Female	Male					
<i>Please indicate with a X whether you qualify for any of these</i>												
				Yes	No	Yes	No	Yes	No	Yes	No	
												%
												%
												%
												%
												%
												%
												%
												%
												%
												%

**If points are claimed for a disability, indicate nature of impairment by including the Medical Certificate for the Confirmation of Permanent Disability Status with the tender submission*

10 CONSORTIUM / JOINT VENTURE

In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with table 10)	Percentage (%) of the contract value managed or executed by the HDI member

11 DECISION-MAKING WITHIN ENTERPRISE

11.1 Identify by name, status and length of service, those individuals in the enterprise (including owners) responsible for day-to-day management and business decisions.

		HDI status in terms of definition below table (Yes / No)*			Citizenship	Length of service (years)
		No franchise prior to elections	Women	Disabled		
Financing decisions	Name					
Cheque signing						
Signing & co-signing for loans						
Acquisition of lines of credit						
Sureties						
Major purchase or acquisitions						
Signing Contracts						
Management decision						
Estimating						
Marketing and sales operations						
Hiring and firing of management						
Hiring & firing of non-management						
Supervision of office personnel						
Supervision of field/production activities						

*(State Yes or No in Column)

11.2 List the personnel or firms who provide the following services :

Service	Name	Contact person	Telephone
Accounting			
Auditing			
Banking			
Insurance			
Legal			

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s)

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is 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 paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the Department may, in addition to any other remedy it may have.
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the tender.

Signature witnesses:

Witness 1:

Name of Witness	Signature of authorised representative	Date

Witness 2:

Name of Witness	Signature of authorised representative	Date

Signature Bidder(s) / Tenderer:

Name of Tenderer	Signature of authorised representative	Date

T2.10 - ORIGINAL VALID TAX CLEARANCE CERTIFICATE (S)

Project title:	INGWAVUMA: JOSINI: REPAIRS AND MAINTENANCE TO TWO CLASSROOMS		
Quotation no:	ZNQ1222 W	WIMS no:	021077

ATTACH AN ORIGINAL VALID TAX CLEARANCE CERIFICATE TO THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the event that a Quotationer has already submitted his/her original Valid Tax Clearance Certificate with another Quotation for the Department of Works, the Bidder should indicate, in the table below, the Quotation number , WIMS number, closing date of the Quotation and where the Quotation was submitted, together with, attaching to this page, a certified copy of the said original Valid Tax Clearance Certificate or a confirmation from CIDB that they are in possession of a Valid Tax Clearance Certificate.

In the case of a Quotation by a Joint Venture, an original Tax Clearance Certificates for each member of the Joint Venture should be attached to this form. In the event that the joint venture has already submitted their original Valid Tax Clearance Certificate with another Quotation to the Department of Works, each member of the Joint Venture shall attach certified copies of the original Valid Tax Clearance Certificates to this page and similarly indicate, in the table below, the Quotation number, WIMS number, closing date of the Quotation and where the Quotation was submitted.

Quotation number	
WIMS number	
Closing date	
Office where Quotation was submitted	

T2.11 - PROOF OF PAID MUNICIPAL RATES & TAXES

Project title:	INGWAVUMA: JOSINI: REPAIRS AND MAINTENANCE TO TWO CLASSROOMS		
Quotation no:	ZNQ1222 W	WIMS no:	021077

ATTACH PROOF OF PAID MUNICIPAL RATES &
TAXES TO THIS PAGE FOR ADJUDICATION
PURPOSES

NOTE

In the case of a Quotation by a Joint Venture, proof of paid municipal rates and taxes for each member of the Joint Venture should be attached to this form.

**T2.12 - CERTIFIED PROOF OF GOOD STANDING WITH THE
COMPENSATION COMMISSIONER**

Project title:	<i>INGWAVUMA: JOSINI: REPAIRS AND MAINTENANCE TO TWO CLASSROOMS</i>		
Quotation no:	ZNQ1222 W	WIMS no:	021077

ATTACH A CERTIFIED COPY OF PROOF, THAT
THE TENDERER IS IN GOOD STANDING WITH
THE COMPENSATION COMMISSIONER, TO
THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

C1.1: FORM OF OFFER AND ACCEPTANCE

Quotation no: ZNQ1222 W

OFFER

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

INGWAVUMA: JOSINI: REPAIRS AND MAINTENANCE TO TWO CLASSROOMS

The Bidder, identified in the offer signature block, has examined the documents listed in the Quotation Data and Addenda thereto as listed in the Returnable Schedules, and by submitting this offer has accepted the Conditions of Quotation and complies fully with Clause F.3.13 of the Quotation Data.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Bidder 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:

Amount (in words):	
Amount in figures:	R

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 Bidder before the end of the period of validity stated in the Quotation Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are:
--	-----------	--

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr./Mrs./Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
---	---

SIGNED FOR THE BIDDER :

Name of authorised representative	Signature	Date

WITNESSED BY:

Name of authorised representative	Signature	Date

CIDB Grading No. : 1GB Provincial Database Registration No. : N/A

ACCEPTANCE (For Official use only)

Quotation no: ZNQ1222 W

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder 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 Bidder's offer shall form an agreement between the Employer and the Bidder 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 1 Agreement and Contract Data, (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work.
- Part 4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 of the document.

Deviations from and amendments to the documents listed in the Quotation Data and any addenda thereto as listed in the Quotation Schedules as well as any changes to the terms of the offer agreed by the Bidder 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 Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and a Generic SHE Plan or a copy of a SHE Plan approval letter applicable to the Scope of Work for which the Quotation was made 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, if delivered by hand on the day of delivery or Site Hand Over, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Bidder, provided that the Employer notifies the Bidder of the tracking number within 24 hours of such submission. Unless the Bidder (now Contractor) within **seven working days of the date of such submission 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.

For the Employer:

Name of delegated signatory	Signature	Rank	Date

Name of Organisation:	KZN Department of Public Works
Address of Departmental Office:	

WITNESSED BY:

Name of witness	Signature	Rank	Date

Quotation no: ZNQ1222 W

Schedule of Deviations

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

By the duly authorised representatives signing this Agreement, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Quotation Data and addenda thereto as listed in the Quotation Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the Contract between the parties arising from this Agreement.

Should the Deviations require that work is performed outside the Scope of Work of the approved SHE Plan, then the onus rests with the Contractor to make the necessary amendments to the pre-approved SHE Plan and submit such changes to the relevant office for approval.

Signature for Bidder

Signature for Employer

Date

Date

C1.2 :CONTRACT DATA:
JBCC 2000 MINOR WORKS AGREEMENT (4th Edition)
INGWAVUMA: MKUZE: RENOVATE AND REPAIR ROOF TO CLASSROOMS

Quotation no: ZNQ1222 W

The Conditions of contract are clauses 1 to 20 of the JBCC series 2000 Minor Works Agreement (4th Edition, August 2007) prepared by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (031-2667070), South African Association of Consulting Engineers (011-4632022), South African Institute of Architects (031-2017590), Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.

CONTRACT VARIABLES

THE CONTRACT DATA

The **Contract Data** contains all variables referred to in this document and is divided into **Employer to Contractor (EC) Data** and **Contractor to Employer (CE) Data** categories. The **Employer to Contractor (EC) Data** category must be completed in full by the **Employers or his Agent** and included in the Quotation documents. The **Contractor to Employer (CE) Data** must be left blank by the **Employer or his Agent for the Contractor to fill in**. Both the **EC** and **CE Data** categories form part of this **agreement**.

Spaces requiring information must be filled in, shown as **"not applicable"** or deleted but 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. Key cross reference clauses are italicised in [] brackets.

	PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER (MINOR WORKS AGREEMENT CONTRACT DATA EC) (JBCC Series 2000 Edition 4.0 Code 2108-EC July 2007)
1	CONTRACT DATA - EMPLOYER
1.0	CONTRACTING AND OTHER PARTIES
1.1 [1.1]	Employer: Head: Public Works (Department of Public Works: Province of KwaZulu-Natal) Postal address: Private Bag X9041 PIETERMARITZBURG 3201 Tel: 033 - 3555500 Fax: 033 - 355550?
[1.2]	Physical address: 191 Prince Alfred Street PIETERMARITZBURG 3201
1.2 [6.1]	Principal Agent: Mr. Vincent Nxumalo Postal address: P.O. Box 12345 Never never Land 1234 Tel: 035 34567 Fax: 012 34568
1.3 [6.1.9]	Agent (1) AR Citech Agent's service: Architect Postal address: P.O. Box 12345 Never never Land 1234 Tel: 012 34567 Fax: 012 34568
1.4 [6.1.9]	Agent (2) ME Assure Agent's service: Quantity Surveyor Postal address: P.O. Box 12345 LaLa Land 1234 Tel: 097 76543 Fax: 097 76542
1.6	Interest of principal agent or other agents in the project Details where "yes"
1.7	The principal agent [1.2] is responsible for the preparation of the contract data schedule and must be contacted should the contractor be uncertain of the information provided or to be provided. Failure to complete the contract data schedule in full may result in the tender/quote being disqualified.

Quotation no: ZNT1222 W

2.0 CONTRACT AND SITE INFORMATION			
2.1 [1.1]	The law applicable to this agreement:	SOUTH AFRICA	(Country or State)
2.2 [1.1]	Works identification: Refer to document C3 – Scope of Work.		
2.3 [1.1]	Site description: Refer to document C4 – Site Information.		
2.4 [5.1.3]	Possession of the site is to be given on:	To be determined	(Date)
2.5 [7.1.2]	Period for the commencement of the works after the contractor takes possession of the site:	10	(working days)
2.6 [7.1.1]	Waiver of contractor's lien or right of continuing possession is required:	NO	(Yes/No)
2.7	Existing premises will be occupied. Where "yes" the specific requirements are described or detailed in the contract documents.	<input type="text"/>	(Yes/No)
2.8 [5.1.5-6]	Provision of temporary services is required. Where "yes" the specific requirements are described below or detailed in the contract documents.		<input type="text" value="YES"/> (Yes/No)
2.11.1	Water	Option A Contractor - his cost Option B NOT APPLICABLE Employer - free of charge Option C Employer - metered (contractor cost)	<input type="text" value="A"/> (A, or C)
2.11.2	Electricity	Option A Contractor - his cost Option B NOT APPLICABLE Employer - free of charge Option C Employer - metered (contractor cost)	<input type="text" value="A"/> (A, or C)
2.11.3	Telecom	Option A Contractor - his cost Option B NOT APPLICABLE Employer - free of charge Option C Employer - metered (contractor cost)	<input type="text" value="A"/> (A, or C)
2.11.4	Ablutions	Option A Contractor - his cost Option B NOT APPLICABLE Employer - free of charge	<input type="text" value="A"/>
3.0 INSURANCES AND SECURITIES			
3.1 [3.4.1]	Public liability insurance to be effected by:	CONTRACTOR	[Employer/Contractor]
	For the sum of:	R 2,000,000.00	[Amount]
	With a deductible of:		[Amount]
3.2 [3.4.2]	Contract works insurance to be effected by:	CONTRACTOR	[Employer/Contractor]
	For the sum of:	Contract Sum Plus 10%	[Amount]
	With a deductible of:		[Amount]
3.3 [3.4.3]	Support insurance to be effected by the employer:		[Amount]
	For the sum of:		[Amount]
	With a deductible of:		[Amount]
3.4 [2.5]	The employer shall provide a Payment Guarantee:	NO	[Yes/No]
	For the sum of:	N.A.	[Amount]
3.4 [2.6]	The contractor shall waive his lien where a payment guarantee is provided:	N.A.	[Yes/No]
4.0 PRACTICAL COMPLETION DATES AND PENALTIES			
4.1 [7.1.2]	For the works as a whole:		
	The date for practical completion:	To be determined	[Date]
	Penalty per calendar day:	0.05% of the Contract Sum per calendar day	
5.0 DOCUMENTS AND GENERAL			
5.1 [4.5]	Construction document copies to be supplied to the contractor free of charge:	3	[No of]
5.2 [4.1]	The contractor shall provide the priced document:		[Addendum No.]

5.3 [1.8]	Changes made to JBCC standard documents:	YES	[Yes/No]		[Addendum No.]
	Additions, deletions and alterations to the JBCC Minor Works Agreement: The following clauses is N/A to this contract: Clause 2.1 and 2.2; 2.4 to 2.7 Clause 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 Clause 12.3.2; clauses 13.6.1 and 13.6.3 and 13.8 and 13.13 to 13.16 clauses 14.9 Clauses 15.1.1 and 15.1.5 and 15.3.7 and 15.3.8 Clauses 16.1.1 and 16.4.7 and 16.4.8 Clauses 17.2.6 and 17.2.7				
5.4 [5.2.1]	Work to be undertaken by direct contractors :		[Yes/No]		[Addendum No.]
5.5 [5.1.7]	Interim payment certificate to be issued by:				[Date of Month]
5.5 [1.1] [6.2.9]	Schedule of Price cost Amounts (if applicable). The amounts in this schedule are to be included in the quotation amount:				
	Description		Amount		
	1				
	2				
	3				
5.6 [1.1] [6.2.10]	Schedule of Employer allowances (if Applicable). This amounts in this schedule is for information purposes only and are not to be included in the quotation amount.				
	Description		Amount		
	1				
	2				
	3				
5.7 [8.1.1] [5.2.1]	Schedule of work by direct subcontractors . Note: This schedule is for information purposes only and are not to be included in the quotation amount. <i>Description and estimated values:</i>				
	Description		Amount		
	1				
	2				
	3				
5.8 [3.2.3]	Direct contractor's total insurance cover: Not Applicable				
5.9 [1.1]	Quotation submissions shall close at the time and on the date as stated in the T1.1 - Tender Notice and Invitation to Quote				
6.0	DECLARATION BY THE PRINCIPAL AGENT				
	I, the principal agent named in 1.2 above, declare that the information provided above is complete and accurate at the time of calling for tenders. Where necessary, should any of the above information need to be varied, Tenderer's will be informed thereof in writing forthwith.				
	_____	_____			
	Principal Agent	Date			
	Part 2: CONTRACT DATA COMPLETED BY THE CONTRACTOR (MINOR WORKS AGREEMENT CONTRACT DATA CE) (JBCC Series 2000 Edition 4.0 Code 2108-CE August 2007)				
1.0	CONTRACT DATA - CONTRACTOR CONTRACTING PARTY				
	Note: All information for this section requires to be filled in by the contractor . The Project Leader/Employers Agent shall not pre-select or fill in any of the alternatives available to the contractor .				
1.1 [1.1]	Contractor / Tenderer:				
	Postal address:	_____			

	Tel:	_____	Code:	_____	
	Fax:	_____			
	Tax / VAT Registration No:	_____			
[1.2]	Physical address:	_____			

2.0	SECURITIES								
2.1 2.1.1 [2.2] 2.1.2 [2.3, 13.9] 2.1.3 [2.7]	The security provision selected is: <table border="1" data-bbox="982 184 1299 321" style="margin-left: 200px;"> <tr> <td style="text-align: center;">NO</td> <td>[Yes/No]</td> </tr> <tr> <td style="text-align: center;">YES</td> <td>[Yes/No]</td> </tr> <tr> <td style="text-align: center;">NO</td> <td>[Amount]</td> </tr> </table> <p>Note: Advance Payment Guarantee equal in value to above amount [2.1.3] is required from contractor.</p>			NO	[Yes/No]	YES	[Yes/No]	NO	[Amount]
NO	[Yes/No]								
YES	[Yes/No]								
NO	[Amount]								
3.0	PAYMENT AND ADJUSTMENT OF PRELIMINARIES								
3.1 [14.3] 3.1.1 3.1.2 3.2 3.2.1 3.3	<p>Payment of Preliminaries The payment of preliminaries related to minor works shall be according to Option A only:</p> <p>Option A Assessed by the principal agent as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the contract sum excluding:</p> <ul style="list-style-type: none"> • The amount for preliminaries • Any contingencies <p>All inclusive of tax</p> <p>Option B (Not Applicable)</p> <p>Adjustment of Preliminaries The amount or items of preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time and/or value have on preliminaries. Such an adjustment shall be based on the particulars provided by the contractor for this purpose in terms of Option A and shall preclude any further adjustment of preliminaries.</p> <p>Adjustment of preliminaries in terms of Option A shall apply notwithstanding the actual employment of resources by the contractor in the execution of the works. The adjustment of preliminaries shall be based on the option as selected in the contractor's tender.</p> <p>For the adjustment of the preliminaries both the contract sum and the contract value shall exclude:</p> <ul style="list-style-type: none"> • The amount of preliminaries • Any contingency sum <p>All inclusive of tax</p> <p>Option A The amount of preliminaries shall be adjusted in the following categories:</p> <ul style="list-style-type: none"> • An amount which shall not be varied • An amount which shall be varied in proportion to the contract value as compared with the contract sum • An amount which shall be varied in proportion to the construction period as compared to the initial construction period excluding revisions to the construction period for which the contractor is not entitled to adjustment of the contract value in terms of the agreement <p>The contractor shall, within fifteen (15) working days of taking possession of the site, give the principal agent a breakdown, subdivided onto the above categories, of the amount for preliminaries in tabulated form, all to the satisfaction of the principal agent. Should the contractor fail to provide such information within the period stipulated then the amount for the preliminaries shall be deemed to be subdivided into the following proportions:</p> <ul style="list-style-type: none"> • 10% (ten per cent) which amount shall not be varied • 15% (fifteen per cent) which amount shall be varied in proportion to the contract value as compared with the contract sum • 75% (seventy-five per cent) which amount shall be varied in proportion to the construction period as compared with the initial construction period <p>For a lump sum document, should the contractor fail to identify the amount for preliminaries, then such an amount shall be deemed to be 7.5% (seven and a half per cent) of the contract sum excluding any contingency sum inclusive of tax.</p> <p>Payment certificate cash flow The contractor shall provide all reasonable assistance to the principal agent in the preparation of cash flow projections of claims for payment certificates where required by the employer. The projections shall be based on the programme and shall be updated as and when the programme requires updating. The cooperation of the contractor in terms of this item shall not prejudice his right to receive payment in terms of the agreement.</p>								
3.4 [6.1.4]	Meetings at which contract minutes are recorded shall be held:	MONTHLY	[State Period]						
3.5 [13.3]	Valuations date for payments shall be on:		[Date]						
4.0	EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS								
4.1 [1.6]	Changes (if any) in terms of the Employer's Contract Data are accepted : <table border="1" data-bbox="982 1591 1161 1623" style="margin-left: 200px;"> <tr> <td style="text-align: center;">YES</td> <td>[Yes/No]</td> </tr> </table> <p><i>Where "Yes" an addendum referenced to this clause is to be attached should the space provided be insufficient.</i></p> <ol style="list-style-type: none"> 1. See paragraph 5.3 above for clauses that are not applicable to this contract. 2. In clause 13.11 replace "within 7 calendar days of date of issue.." with "within 21 calendar days of date of issue.." 3. In clause 4.1 replace "10 working days" with "submit the priced bill of Quantities with the Returnable Schedules." 4. See paragraph 5.3 of C3.2 Specification For HIV/Aids Awareness - penalty of 0.05% of Contract Sum. 			YES	[Yes/No]				
YES	[Yes/No]								

5.0	THE TENDER																																				
5.1 [1.1]	The accepted contract sum inclusive of Value Added Tax is: R <input style="width: 150px;" type="text"/> <p style="text-align: center;">Amount in words:</p> _____ _____ _____																																				
6.0	SIGNATURES OF THE CONTRACTING PARTIES																																				
[20.0]	We the Employer and Contractor accept the above conditions and the offer in terms of 5.0 and hereby enter into a contract for the execution and completion of the works . This agreement is the entire contract between the parties regarding the matters addressed herein. No representation, term, condition, or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the parties. Thus done and signed at.....onof.....200.... <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;"> <input style="width: 100%;" type="text"/> Name of signatory </td> <td style="width: 33%; border: none;"> <input style="width: 100%;" type="text"/> Capacity of signatory </td> <td style="width: 33%; border: none;"> <input style="width: 100%;" type="text"/> for and behalf of the Employer who by signature hereof warrants authorisation hereto </td> </tr> <tr> <td style="border: none;">as Witness (1)</td> <td style="border: none;"></td> <td style="border: none;">as Witness (2)</td> </tr> <tr> <td style="border: none;">Name: _____</td> <td style="border: none;"></td> <td style="border: none;">Name: _____</td> </tr> <tr> <td style="border: none;">Address: _____</td> <td style="border: none;"></td> <td style="border: none;">Address: _____</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;"></td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;"></td> <td style="border: none;">_____</td> </tr> </table> Thus done and signed at.....onof.....200.... <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;"> <input style="width: 100%;" type="text"/> Name of signatory </td> <td style="width: 33%; border: none;"> <input style="width: 100%;" type="text"/> Capacity of signatory </td> <td style="width: 33%; border: none;"> <input style="width: 100%;" type="text"/> for and behalf of the Contractor who by signature hereof warrants authorisation hereto </td> </tr> <tr> <td style="border: none;">as Witness (1)</td> <td style="border: none;"></td> <td style="border: none;">as Witness (2)</td> </tr> <tr> <td style="border: none;">Name: _____</td> <td style="border: none;"></td> <td style="border: none;">Name: _____</td> </tr> <tr> <td style="border: none;">Address: _____</td> <td style="border: none;"></td> <td style="border: none;">Address: _____</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;"></td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;"></td> <td style="border: none;">_____</td> </tr> </table>	<input style="width: 100%;" type="text"/> Name of signatory	<input style="width: 100%;" type="text"/> Capacity of signatory	<input style="width: 100%;" type="text"/> for and behalf of the Employer who by signature hereof warrants authorisation hereto	as Witness (1)		as Witness (2)	Name: _____		Name: _____	Address: _____		Address: _____	_____		_____	_____		_____	<input style="width: 100%;" type="text"/> Name of signatory	<input style="width: 100%;" type="text"/> Capacity of signatory	<input style="width: 100%;" type="text"/> for and behalf of the Contractor who by signature hereof warrants authorisation hereto	as Witness (1)		as Witness (2)	Name: _____		Name: _____	Address: _____		Address: _____	_____		_____	_____		_____
<input style="width: 100%;" type="text"/> Name of signatory	<input style="width: 100%;" type="text"/> Capacity of signatory	<input style="width: 100%;" type="text"/> for and behalf of the Employer who by signature hereof warrants authorisation hereto																																			
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Address: _____		Address: _____																																			
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as Witness (1)		as Witness (2)																																			
Name: _____		Name: _____																																			
Address: _____		Address: _____																																			
_____		_____																																			
_____		_____																																			

PART C2: PRICING DATA

Project title:	INGWAVUMA: JOSINI: REPAIRS AND MAINTENANCE TO TWO CLASSROOMS		
Quotation no:	ZNQ1222 W	WIMS no:	021077

C2.1 Pricing Instructions

The Bidder'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 prices in the Pricing Schedule. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

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: Works prior to the close of the quotation).

The Pricing Schedule is to indicate VALUE ADDED TAX payable by the Employer separately in addition to the total Quoted prices. The Quotation Offer must indicate prices inclusive of VALUE ADDED TAX.

The Bidders obligation in pricing the Quotation offer and the Employer's undertakings in checking and corrections of arithmetical errors are indicated in the Annexure A - Standard Conditions of Quotation.

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.

PART C3: SCOPE OF WORKS

Project title:	INGWAVUMA: JOSINI: REPAIRS AND MAINTENANCE TO TWO CLASSROOMS		
Quotation no:	ZNQ1222 W	WIMS no:	021077

C3.1 - SCOPE OF WORKS

1. DESCRIPTION OF THE WORKS

Compiler to provide a short description of the works, purpose of the works, etc.

2. EXTENT OF THE WORKS

Insert a brief description of what will be expected in terms of the works. Eg. Alterations, renovations, refurbishments, new construction, site works, etc.

Type of construction and materials/finishes to be used.

3. LOCATION OF THE WORKS

Add in the Location of the work here. Indicate accessibility to and from the site.

4. CERTIFICATION BY RECOGNIZED BODIES

Any specific institutions which may certify items for inclusion in the works and building systems, e.g. Agreement Board of South Africa.

5. SERVICES TO BE PROVIDED

State requirements, as necessary for the contract to:

- Hook up to, and distribute, water, electricity and telecommunication services

Clean up and make good when the service or facility is no longer required, leave the Employers facilities in the condition they were before the contractor first made use of them, fair wear and tear accepted, and continuously clear and dispose of waste and surplus material to maintain the site in a tidy state.

6. UNAUTHORISED PERSONS

State requirements for substantiation of claims in payment certificates to expedite verification and certification by Employer

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.

7. ELECTRONIC PAYMENTS

Once a contract is awarded the contractor must complete a WIMS 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 signed the financial detail certificate.

8. DAILY RECORDS

Add the 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.

9. PAYMENT CERTIFICATES

State requirements for substantiation of claims in payment certificates to expedite verification and certification by Employer. Contractor's must ensure that they submit their Tax Invoice with their claim for timeous payment.

10. PERMITS

State requirements for Contractor's staff to have security \ entrance permits and the like.

11. PROOF OF COMPLIANCE WITH THE LAW

State specific documents / methods by which compliance with any legislation is to be verified, as necessary.

C3.2 SPECIFICATION FOR HIV/AIDS AWARENESS

1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counseling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

3 Definitions and Abbreviations

3.1 Definitions

Construction Worker: all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

Local Community: the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

Service provider: the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

3.2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

4 Objectives

The objectives are to:

- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counseling.

5 Requirements

5.1 General requirement

The contractor shall, in order to satisfy the objectives stated in 4:

- a) make condoms complying with the requirements of SABS ISO 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;
- b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which
- c) encourage voluntary HIV/STI testing;
- d) provide information concerning counseling, support and care of those that are infected services; and
- e) comply with the requirements of 5.2.

The provisions of 5.1 c) and d) do not apply to this contract.

5.2 HIV awareness programme

5.2.1 The contractor shall:

- a) engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and
- b) arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.

Note: The National Department of Public Works maintains a list of qualified service providers.

5.2.2 The contractor shall do nothing to dissuade construction workers from attending such an HIV Awareness Programme and shall take all reasonable steps to ensure that a minimum of 90% of construction workers engaged in the works attend such a programme, when it is conducted.

5.2.3 The outcomes of the HIV Awareness Programme shall as a minimum, result in contract workers exposed to such a programme being able to:

- a) communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;
- b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.

The HIV/ Aids awareness programme described in 5.2 is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract)

5.3 Reporting

- 5.3.1** The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see **HIV/STI Compliance Report**).
- 5.3.2** The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .05% of the Contract Sum.

The *HIV /Aids awareness programme described* in 5.2 shall in addition *be conducted* for the benefit of the local community on two occasions in the community centre nearest to the building site. The contractor shall be *responsible* for inviting identifiable community-based *institutions and organisations, churches, and schools to participate in the programme.*

C3.3 HIV/STI COMPLIANCE REPORT

Pro-forma reporting format in terms of the SPECIFICATION FOR HIV/AIDS AWARENESS

WIMS number:
Payment Claim number: Period covered by payment claim:

1. Distribution of condoms (briefly describe where and how condoms are distributed).
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
2. Posters / pamphlets (briefly describe where posters were placed / how pamphlets were distributed).
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
3. Voluntary testing (briefly describe the actions taken / information provided to promote testing).
NOT APPLICABLE
4. Counseling, support and care (summarise information provided).
NOT APPLICABLE
5. HIV awareness programme (briefly describe action).
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

C4.2 - Geotechnical Investigation Report

Refer to Geotechnical Investigation Report attached to this document for any reference to the subsoil conditions.

