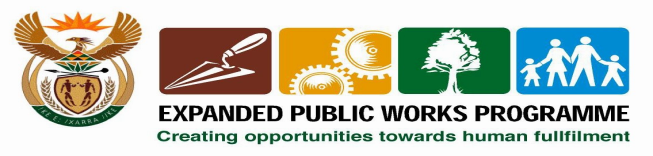
**BA-PHALABORWA LOCAL MUNICIPALITY**



**CONTRACT NO. 14/24/25**

**REFURBISHMENT OF NAMAKGALE STADIUM**

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| --- |
| T1.2 TENDER DATA |

The conditions of tender are the Standard Conditions of Tender as contained in **Annex F** of the **CIDB** Standard for Uniformity in Construction Procurement which are reproduced without amendment or alteration for the convenience of renderers’ (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

**The additional conditions of the Bid are:**

|  |  |  |
| --- | --- | --- |
| **Clause**  **Number** | **Bid Data** | |
| F.1.1 | **The Employer is:**  **BA-PHALABORWA LOCAL MUNICIPALITY**  **PRIVATE BAG X01020**  **PHALABORWA**  **1390**  **Tel: (015) 780 6300**  **Fax: (015) 781 0726** | |
| F.1.2 | The Tender documents issued by the Employer comprise the following documents:  **THE TENDER**  **Part T1 : Tendering Procedures**  T1.1 Tender Notice and invitation to tender  T1.2 Tender Data  **Part T2 : Returnable Documents**  T2.1 List of Returnable Documents  T2.2 Returnable Schedules  **THE CONTRACT**  **Part C1: Agreements and Contract Data**  C1.1 Form of offer and acceptance  C1.2 Contract Data  C1.3 Performance Guarantee  C1.4 OHS  **Part C2: Pricing Data**  C2.1 Pricing Instructions  C2.2 Bill of Quantities  **Part C3: Scope of Work**  C3.1 Description of Work  C3.2 Engineering  C3.3 Procurement  C3.4 Construction  C3.5 Management  C3.6 Standard Specifications  C3.7 Project Specifications  C3.8 Particular specifications  **Part C4: Site Information**  C4 Site Information  **Part C5: Book of Drawings** | |
| F1.3 | **Interpretation**  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 tender conditions. | |
| F.1.4 | **The Employer’s Agent is:** | |
|  | **INFRA PROJECTS AFRICA**  **126 Suid Street**  **Polokwane**  **0699**  **Tel: 015 291 2040** | |
| F.1.5.1 | **Reject or accept**  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 a cancellation and rejection, but will give written reasons for such action upon written request to do so. | |
| F.2.1 | **Eligibility**  Only those tenderers who satisfy the following criteria are eligible to submit tenders: | |
| F.2.1 | Only those Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **7CE PE or higher** class construction work, are eligible to have their tenders evaluated.  Joint Ventures are eligible to submit tenders provided that:   1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a Contractor grading designation in the **7CE PE or higher** class of construction work; and 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **7CE PE or higher** class of construction work or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations.   Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff are eligible to submit tenders. | |
| F.2.2 | **Compensation of tendering**  Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements. | |
| F.2.3 | **Check documents**  Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission. | |
| F.2.4 | **Confidentiality and copyright**  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. | |
| F2.6 | **Acknowledge Addenda**  Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension of the closing time stated in the tender data, in order to take the addenda into account. | |
| F.2.7 | The arrangements for a **compulsory site meeting** are: | |
|  | **Date:** **12 February 2025**  **Starting time:** **10H00** | **Location:** **Municipal Activity Hall** |
| F.2.10 | **Pricing the tender**  States the rates and prices in Rands. | |
| 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**  Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.  Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, if the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer’s standards and requirements. | |
| F2.13.3 | The tender offer communicated on paper shall be submitted as an original. | |
| F.2.13.5 | The Employer’s address for delivery of Tender offers and identification details to be shown on each Tender offer package are: | |
| **TENDER NUMBER: 14/24/25 – REFURBISHMENT OF NAMAKGALE STADIUM** | |
| **Closing date and time:** Closing date: **03 March 2025** Closing Time: **10H00** | |
| **Location of Tender box:** Ba-Phalaborwa Local Municipality, Civic Centre, Cnr. Mandela Drive & Sealene Street. | |
| **Physical address:** Ba-Phalaborwa Local Municipality, Civic Centre, Cnr. Mandela Drive & Sealene Street. | |
| F.2.13.9 | Telephonic, telegraphic, telex, facsimile, or e-mailed tender offers will not be accepted. | |
| F.2.14 | Accept that tender offers, that do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive. | |
| F2.15 | The closing time for submission of tender offers is as mentioned in F.2.13.5 above and as stated in the Tender Notice and Invitation to Tender. | |
| F.2.16 | The Tender offer validity period is **90 Days**. | |
| F.2.18 | The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements. | |
| F2.20 | The tenderer is required to submit a Performance Guarantee from an approved insurer within **14** days from the appointment. A format is included in Part C1.3 of this document.  The tenderer is to submit to the employer before the formation of the contract, all securities, bonds, guarantees, policies, and certificates of insurance required in terms of the conditions of the contract identified in the contract data. | |
| F.2.23 | **Service Provider Prerequisites/Requirements**   * CIDB grading certificate. * Letter of Good Standing with COIDA * Terms of reference fully completed and each page to be initialed. * Proof of work experience (attach BOTH appointment letters and completion certificates for each project) * Key personnel experience (attach CV, Certified qualifications and ID Copies) and all respective consent letters for all key personnel * All bidders must attend the compulsory briefing session * Bidders must attach signed declaration forms attached to the bid document * Company registration certificate * Letter from SARS with a tax valid pin * Power of attorney/ letter of authority for signatory if applicable * Signed Joint venture agreements where applicable * Certified ID copies of the directors/ members/ proprietors not older than six months * Statement of Municipality Accounts as proof of residential address not in arrears for more than 90 days, if leasing, provide the lease agreement and copy of the owner’s statement of municipality account not in arrears for more than 90 days or the proof of residential address by a traditional authority in case of a non-ratable area for the business and all company directors (Not older than three months) * Latest registration report of Central Supplier Database (CSD) with valid reference number. * Signed Consent letter of all key personnel   Failure to comply with the Bid Conditions or to supply the necessary information at Bid closure WILL result in the Bid being rejected. Non-submission of any of the forms listed above will result in the Bid being rejected as non-responsive. | |
| F.3.4 | The time and location for opening of the Tender offers are:  **Closing date:** **03 March 2025** Closing Time: **10H00**  **Location:** Ba-Phalaborwa Local Municipality, Civic Centre, Cnr Mandela Drive & Sealene Street, Phalaborwa | |
| F3.11 **Evaluation of Tenders**  The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Ba-Phalaborwa Local Municipality and the conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement which are reproduced without amendment or alteration for the convenience of renderers’ ([www.cidb.org.za](http://www.cidb.org.za)).  **B. FUNCTIONALITY EVALUATION CRITERIA**  **Responsive bids will be evaluated using a point system which awards on the basis set out in the table below** :   |  |  | | --- | --- | | Profile of Key Staff | 20 Points | | Company experience | 60 Points | | Plant and Equipment | 10 Points | | Methodology | 10 Points |  |  |  |  | | --- | --- | --- | | **Functionality Scorecard** | | | | **Criteria** | **Scoring guide** | | **Maximum**  **Weights** | | **Company Experience:**  NB:  Tender must submit Six (6) and successfully completed Civil Engineering construction projects, out of those six at least two must be CIDB grade 7CE or Higher to qualify for maximum points the rest of the projects must be a minimum of 10million and above project value.  **Note 1:** Tenderers to submit names complete with valid contact details, appointment letter and completion certificates. non-submission will result in loss of points. | |  |  |  |  |  | | --- | --- | --- | --- | --- | | No | **SCORING CRITERIA** | **WEIGHT** | | **SCORE** | | 1 | 1 Project | **10** | |  | | 2 | 2 Project | **20** | |  | | 3 | 3 Project | **30** | |  | | 4 | 4 Project | **40** | |  | | 5 | 5 Project | **50** | |  | | 6 | 6 or more project | **60** | |  | |  |  |  | |  | | **TOTAL** | | | **60** | | | | **60** | | **Specific Personnel Knowledge –** certified copies of Academic qualification certificates need to be attached for functionality points scoring otherwise no points will be allocated | Designation | Designation | **20** | | Contracts Manager | **Contract Manager:**  **Points: 8**  5: N. Dip: Civil Engineering with more than 5 years’ exp.  8: Pr. Eng.: Civil, Pr. Tech Eng.: Civil: Civil with more than 5yrs exp. | | Site Manager | **Site manager:**  **Points: 6**    3: N. Dip: Civil Engineering with more than 5 years’ exp.  6: B.TECH Civil: Civil with more than 5yrs exp. | | Construction Supervisor/foreman | **Site Forman:**  **Points: 3**  0: No formal qualification  2: Certificate N6 Civil Engineering  5: National Diploma Civil Engineering with more than 5 yrs. exp. | | Construction Supervisor/safety officer | **Safety Officer:**  **Points: 3**  3: SACPCMP registered and 3  Yrs. exp. post qualification. | | **List of plant-**  1. Tenderer to submit proof of ownership with certification not older than three months Certified by SAPS.  2. And in case of hiring, a letter of intent must be submitted with proof of ownership with certification not older than three months.  Bidders will score full points where the total minimum plant required has a letter of intent and also proof of ownership by a rental company | |  |  | | --- | --- | | **Required plant** | **Points** | | 1 x TLB | 1 | | 1 x Excavator | 1 | | 1 x Grader | 1 | | 5 x Tipper Truck | 2 | | 1 x Roller | 1 | | 1 x Ride-on compaction roller | 1 | | 3 x LDVs | 2 | | 2 x Water Tanker | 1 | | **Total points** | **10** | | | **10** | | **Methodology** | **Full comprehensive methodology taking into account all relevant information tailored to this project.**  10: Methodology | | **10** | | **Functionality Threshold (Minimum score)** | | | **70** | | **Total Points for Functionality** | | | **100** |   **C. THIRD STAGE: SPECIFIC GOALS POINTS SYSTEM**   |  |  |  | | --- | --- | --- | | **Specific Goal** | **Number of points allocated** | **Verification documents** | | Black | 2.5 | CSD Report/ ID copies | | Women | 2.5 | ID copies/CSD report | | Youth | 10 | ID Copies/CSD report | | Disability | 5 | Medical Certificate | |  | **20** |  | | | |
| F.3.11.2 | The procedure for the evaluation of responsive tenders is Method 2.  The financial offer will be scored using Formula 2 (option 1) in Table F1 where the value of W1 is:   1. 90 where the financial value inclusive of VAT of all responsive tenders received has a value in excess of R 50 000 000; or 2. 80 where the financial value inclusive of VAT of one or more responsive tender offers has a value that equals or is less than R 50 000 000.   Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the preference schedule and who are found to be eligible for the preference claimed | |
| F.3.18 | The number of paper copies of the signed contract to be provided by the Employer is one. | |
|  | The additional conditions of the Tender are:   1. Ba-Phalaborwa Local Municipality may also request that the Tenderer provide written evidence that his financial, labor, and resources are adequate for carrying out the project. 2. Ba-Phalaborwa Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations. 3. The bid document shall be submitted as a whole and shall not be taken apart. 4. **List of returnable documents (PART T2) must be completed in full.** (A bidder’s company profile will not be used by Ba-Phalaborwa Local Municipality to complete PART T2 on behalf of the bidder)   **NB: If PART T2 is not completed in full by the bidder, this offer will be rejected** | |

**Annex F**

(Normative)

**Standard Conditions of Tender**

Note: 1 These Standard Conditions of Tender are identical to that contained In Annex F of *SANS* 294: *2004, Construction Procurement Processes, Procedures and Methods.*

2 Annex E of *SANS* 294, *Construction Procurement Processes, Procedures and Methods,* and SAICE‘s Practice Manual #1, *The use of South African National Standards in Construction Procurement*, provide guidance on referencing these Standard Conditions of Tender in procurement documents.

**F.1 General**

**F.1.1 Actions**

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly, and transparently.

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) comparative offer means the tenderer’s financial offer after the factors of non-firm prices, all unconditional discounts, and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

b) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

c) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

**F.1.4 Communication and employer’s agent**

Each communication between the employer and a tenderer shall be to or from the employer’s agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer’s agent are stated in the tender data.

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

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

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

**F.2 Tenderer’s obligations**

**F.2.1 Eligibility**

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

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

**F.2.3 Check documents**

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

**F.2.4 Confidentiality and copyright of documents**

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

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

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

**F.2.11 Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

**F.2.12 Alternative tender offers**

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

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

**F.2.13 Submitting a tender offer**

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in Mack 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.2.14 Information and data to be completed in all respects**

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

**F.2.15 Closing time**

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

**F.2.16 Tender offer validity**

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

**F.2.17 Clarification of tender offer after submission**

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

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

**F.2.18 Provide other material**

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

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

**F.2.19 Inspections, tests and analysis**

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

**F.2.20 Submit securities, bonds, policies, etc.**

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

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

**F.3 The employer’s undertakings**

**F.3.1 Respond to clarification**

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

**F.3.2 Issue Addenda**

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

**F.3.3 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.3.3.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.3.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

**F.3.4 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.3.4.2 Evaluate the quality of the technical proposals offered by tenderers, then advice 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.

**F.3.5 Nondisclosure**

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.3.6 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.3.7 Test for responsiveness**

F.3.7.1 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) 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**

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

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

b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

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

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

**F.3.10 Clarification of a tender offer**

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

**F.3.11 Evaluation of tender offers**

F.3.11.1 General

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

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

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

F.3.11.2 Scoring Financial Offers

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| NFO | = W, x A where: | | | |
| NFO | = the number of tender evaluation points awarded for the financial offer. | | | |
| W1 | = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data. | | | |
| A | = a number calculated using either formulas 1 or 2 below as stated in the Tender Data. | | | |
| **Formula** | | **Comparison aimed at achieving** | **Option 1** | **Option 2** |
| 1 | | Highest price or discount | A = (1 + (P – Pm))  Pm | A = P / Pm |
| 2 | | Lowest price or percentage commission/fee | A = (1 - (P – Pm))  Pm | A = Pm / P |

where:

Pm = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring for B-BBEE

|  |  |  |
| --- | --- | --- |
| **B-BBEE Status Level of Contributor** | **Number of points**  **(90/10 system)** | **Number of points**  **(80/20 system)** |
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

**F.3.12 Insurance provided by the employer**

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

**F.3.13 Acceptance of tender offer**

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

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

**F.3.14 Notice to unsuccessful tenderers**

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

**F.3.15. Prepare contract documents**

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

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents,

c) other revisions agreed between the employer and the successful tenderer, and

d) the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.16 Issue final contract**

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

**F.3.17 Complete adjudicator's contract**

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

**F.3.18 Provide copies of the contracts**

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