



human settlements

Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA



CONTRACT No. HDA/EC/2023/001

**APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE COMPLETION OF THE
MDANTSANE EAST (MTSOTSO) TEMPORARY RELOCATION AREA IN BUFFALO
CITY METROPOLITAN MUNICIPALITY, EASTERN CAPE PROVINCE**

Consisting of:

- Volume 1: Tendering Procedure**
- Volume 2: Returnable Documents**
- Volume 3: The Contract**

**Issued by:
MR JERRY MAKOFANE**

**Ground Floor
4 Kikuyu Road
Sunninghill
2070.**

**NON-COMPULSORY BRIEFING SESSION
VENUE: MDANTSANE EAST TRA SITE
DATE: 14 JUNE 2023
TIME: 11H00AM**

**CLOSING DATE: 23 JUNE 2023
CLOSING TIME: 11H00: AM**

NAME AND ADDRESS OF BIDDER:

.....
.....
.....

TEL.....

FAX.....



HOUSING DEVELOPMENT AGENCY

CONTRACT NUMBER: HDA/EC/2023/001

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T1. A TENDER ADVERT



HOUSING DEVELOPMENT AGENCY

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T1.1 Tender Notice and Invitation to submit tender

BID NOTICE

CONTRACT : HDA/EC/2023/001

DESCRIPTION : APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE COMPLETION OF MDANTSANE EAST TEMPORARY RELOCATION AREA IN BUFFALO CITY METROPOLITAN MUNICIPALITY, EASTERN CAPE PROVINCE

CLOSING DATE : 23 JUNE 2023 at 11:00 am

NON-COMPULSORY BRIEFING : Yes

DATE AND TIME : 14 June 2023 at 11:00 am

VENUE : Mdantsane East TRA Site

TECHNICAL AND SUPPLY CHAIN RELATED QUERIES : Jerry Makofane
Email: jerry.makofane@thehda.co.za

TELEGRAPHIC CONDITIONS : NOT ACCEPTABLE

MINIMUM CIDB CONTRACTOR REGISTRATION CATEGORY : General Building Class of Work

6GB or higher (should be Valid at the time of tender closing)

National Home Builders Registration Council registration
(should be Valid at the time of tender closing)

T1.1: NOTICE AND INVITATION TO TENDER

INVITATION TO TENDER

The HOUSING DEVELOPMENT AGENCY (HDA) invites Tenders for:

The completion of the Mdantsane East Temporary Relocation Area in Buffalo City Metropolitan Municipality, Eastern Cape Province.

Tender documents will be available from the date and locations, as stated in the Tender Notice.

A non-compulsory site inspection meeting will be held on 14 June 2023. The Tenderers are expected to familiarise themselves with the location of the site and site conditions. Coordinates of the site are as follows:

Mdantsane East (Mtsotso) Relocation Area	Latitude	Longitude
	32° 57' 17.36" S	27° 46' 45.45" E

(See attached drawing no. HDA-1.07-LM for a locality map)

Sealed Tenders endorsed on the envelope with the **WITH THE CONTRACT NUMBER and DESCRIPTION** and placed in **the tender box**, on the ground floor, 4 Kikuyu Road, Sunninghill, 2070 not later than **11:00** on **23 June 2023**. Bids will be opened immediately thereafter, in public, in the Boardroom Room, Ground Floor, at above-mentioned address. **All bids shall be valid for 90 days as from the closing date of bids.**

Bids which are not received and/or deposited **in the tender box before 11:00** on the closing date for the bid mentioned hereinbefore, **will be marked as late bids and such bids shall in terms of the SCM Policy of the Housing Development Agency (HDA), not be considered by the HDA as valid bids. All queries (Technical or Supply chain related)** must be directed to **Jerry Makofane** by email to: jerry.makofane@thehda.co.za or at tel.: 011 544 1000

Bidders' attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the HDA reserves the right not to consider any bid **not suitably endorsed or comprehensively completed**, as well as the right to accept a bid in whole or part. **Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the HDA**

Late, incomplete or unsigned Tenders will not be considered. The HDA reserves the right to extend the Tender Period and/or alter Conditions of Tender during the Tender Period at its own discretion by notice published the HDA website.

T1.1: NOTICE AND INVITATION TO TENDER

THE HOUSING DEVELOPMENT AGENCY INVITES TENDERERS FOR	
Project title:	APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE COMPLETION OF MDANTSANE EAST TEMPORARY RELOCATION AREA IN BUFFALO CITY METROPOLITAN MUNICIPALITY, EASTERN CAPE PROVINCE

Tender No:	HDA/EC/2023/001		
Issuing date:	29 May 2023	Closing date:	23 June 2023
Closing time:	11H00	Validity period	90 Days

Tenderers must have a CIDB contractor grading of **6GB** or higher and must be registered with NHBRC and must include a valid NHBRC certificate

Only tenderers who are responsive to the following responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Tender)
<input checked="" type="checkbox"/>	In accordance with the Preferential Procurement Policy Framework Act (Act No.5, 2000), specifically as well as the requirement with regard to evaluation of tenders on functionality, it is a specific requirement of the Tender Data that tenderers must be able to demonstrate the ability to carry out the works.
<input checked="" type="checkbox"/>	Submission of C1.1: Form of Offer and Acceptance.
<input checked="" type="checkbox"/>	Submission of applicable (T2.2g and or h): Resolution by the Legal Entity, or consortia or joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm/consortium/joint venture. A copy of a Joint Venture Agreement must be attached.
<input checked="" type="checkbox"/>	Submission of (T2.2j): Declaration of Interest.
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules/documents as per List of Returnable Schedules (T2.2)
<input checked="" type="checkbox"/>	Submission of a valid SARS Tax PIN (T2.2a)

This tender will be evaluated according to price and and specific goals on a **80/20** point system:-

CRITERIA	WEIGHTING/ POINTS
Price	80
Specific goals	20
TOTAL	100

Price Evaluation: The evaluation for price will be done based on the following formula:

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps=80(1+(Pt-P_{max})/(P_{max})) \quad \text{or} \quad Ps=90(1+(Pt-P_{max})/P_{max})$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

Where

PS = Points scored for price of tender under consideration

Pt = Rand value of offer tender consideration

Pmin = Rand value of lowest acceptable tender

Specific Goals Evaluation: A bidder must submit proof or documentation to claim points for specific goals. A bidder failing to submit proof or documentation to claim points for specific goals will be interpreted to mean that preference points for specific goals are not claimed. The bidder may not be disqualified but will score 0 points out of 20 for specific goals.

Points awarded for specific goals

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The Specific Goals allocated points in terms of this tender	Number of Points	Proof / Documentation required to Claim Points for Specific Goals
Size of Company (Maximum points = 7 points)		
• EME	7	CSD and Sworn Affidavit
• QSE	5	CSD and Sworn Affidavit
• GE or others	3	Letter from Auditors or Authorised person confirming annual turn over
Black Women Owned (Maximum points = 5 points)		
75% - 100%	5	CSD and Sworn Affidavit
51% - 74.99 -	3	CSD and Sworn Affidavit
Below 51%	1	CSD and Sworn Affidavit
Historically Disadvantaged South Africans* (maximum Points = 8)		
Youth (Maximum points 3)	3	CSD
HDSA	3	CSD and Sworn Affidavit
Disabled People	2	CSD and Sworn Affidavit

***Historically disadvantaged South Africans refers to any person, category of persons, or communities disadvantaged by unfair discrimination before the constitution of the Republic of SA, 1993 (ACT No. 2000 of 1993 come into operations.**

The HDA reserves the right to appoint more than one contractor to complete the works

Enquiries Related to Tender Documents may be addressed to:

SCM Specialist	Jerry Makofane	Telephone No:	011 544 1000
E-mail:	jerry.makofane@thehda.co.za		

Deposit/Return of Tender Documents:

- Telegraphic, telephonic, e-mailed, telex, facsimile, electronic and/or late tenders will not be accepted.
- Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data document.
- All tenders must be submitted on the official forms – (not to be re-typed)

Deposited in the Tender Box at:

Housing Development Agency

Tender box on Ground floor

4 Kikuyu Road

Sunninghill

2070

T1.2: TENDER DATA



HOUSING DEVELOPMENT AGENCY

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T1.2 TENDER DATA

Tender data is covered in four sections. T1.2.1 refers to the **T1.2.1 Standard Conditions of Tender**, T1.2.2 to **Variations to the Standard Conditions**, T1.2.3 to the **Additional Conditions of Tender** and T1.2.4 to the **Tender Evaluation Criteria**.

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Standard Conditions of Tender of Board Notice 136 of 2015 in Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za). Annexure F and Table G1 of that notice are reproduced without amendment or alteration for the convenience of tenderers. (See pages 10 – 26)

Standard Conditions of Tender

- Note: 1 These Standard Conditions of Tender are identical to that contained in Annexure F of SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.
2. Annexure 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, provides guidance on referencing these Standard Conditions of Tender in procurement documents.

F.1 **General**

F1.1 **Actions**

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

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

any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

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

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

F.1.2 **Tender Documents**

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

F.1.3 **Interpretation**

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

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

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

- a) **conflict of interest** means any situation in which:
 - i. someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii. an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii. incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
 - b) **comparative offer means** the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
 - c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
 - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
 - e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- a) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no accepted tenders are received.

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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

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

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

F.2 Tenderer's obligations

F.2.1.1 Eligibility

F.2.1.2 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.2.1.3 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

F.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

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

F.2.13 Submitting a tender offer

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

and described in the scope of works, unless stated otherwise in the tender data.

- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety 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.2.14.1** 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.2.14.2** 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.2.16.3** 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.2.16.4** 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.2.16.5 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.6 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

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

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

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

F.2.18 **Provide other material**

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

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

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

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

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

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

F.2.21 **Check final draft**

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

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

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

F.2.23 **Certificates**

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to

attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 **Non-disclosure**

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

F.3.7 **Grounds for rejection and disqualification**

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

F.3.8 **Test for responsiveness**

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 **Arithmetical errors, omissions and discrepancies**

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

- a) the gross misplacement of the decimal point in any unit rate;

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

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 2: Functionality, Price and Specific Goals

In the case of a functionality, price and specific goals:

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

4) A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps=80(1+(Pt-P_{\max})/(P_{\max})) \quad \text{or} \quad Ps=90(1+(Pt-P_{\max})/P_{\max})$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

Where

PS = Points scored for price of tender under consideration

Pt = Rand value of offer tender consideration

Pmin = Rand value of lowest acceptable tender

F.3.11.6 Decimal places

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

F.3.11.7 Scoring preferences

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- 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, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - e) complies with the legal requirements, if any, stated in the tender data, and
 - f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F.3.19 Transparency in the procurement process

- F.3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the CIDB I Tender system.
- F.3.19.2** The employer must adopt a transparency model that incorporates the disclosures the disclosure and accountability as transparency requirements in the procurement process.
- F.3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.
- F.3.19.4** The client must publish the information on a quarterly basis which contains the following information:
- Procurement planning process
 - Procurement method and evaluation process
 - Contract type
 - Contract status
 - Number of firms tendering
 - Cost estimate
 - Contract title
 - Contract firm(s)
 - Contract price
 - Contract scope of work
 - Contract start date and duration
 - Contract evaluation reports
- F.3.19.5** The information must be published on the employer’s website.
- F.3.19.6** Records of such disclosed information must be retained for audit purposes.

Alpha-numeric associated with the Contractor Grading Designations

TABLE G1: CONTRACTOR GRADING DESIGNATIONS AND ASSOCIATED PARAMETERS

<i>Contractor Grading Designation</i>	<i>Tender Value Range designation</i>	<i>Maximum Value of Contract that a Contractor is considered capable of</i>
<i>1 (class of construction works)</i>	<i>1</i>	<i>500 000</i>
<i>2 (class of construction works)</i>	<i>2</i>	<i>1 000 000</i>
<i>3 (class of construction works)</i>	<i>3</i>	<i>3 000 000</i>
<i>4 (class of construction works)</i>	<i>4</i>	<i>6 000 000</i>
<i>5 (class of construction works)</i>	<i>5</i>	<i>10 000 000</i>
<i>6 (class of construction works)</i>	<i>6</i>	<i>20 000 000</i>
<i>7 (class of construction works)</i>	<i>7</i>	<i>60 000 000</i>
<i>8 (class of construction works)</i>	<i>8</i>	<i>200 000 000</i>
<i>9 (class of construction works)</i>	<i>9</i>	<i>No limit</i>

T1.2.2 Variations to the Standard Conditions of Tender

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall take 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 following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

Clause No.	Variation, Amendment or Addition
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F.1	General
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0	F1.1 <u>Actions</u>
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Add the following:

The Employer is HOUSING DEVELOPMENT AGENCY, represented by Jerry Makofane

E-mail address: Jerry.Makofane@thehda.co.za

F.1.2	Tender Documents
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*(For this contract the **three** volume approach is applied)*

VOLUME 1: TENDERING PROCEDURES

Part 1: Tendering Procedures

T1.A	Tender Advert
T1.1	Tender Notice and invitation to tender
T1.2	Tender Data

VOLUME 2: RETURNABLE SCHEDULES

Part T2: Returnable Schedules/Documents

T2.1	List of returnable documents
T2.2	Returnable schedules:
T2.2a	Valid SARS Tax Clearance Certificate (Original to be inserted by Tenderer)
T2.2b	Central Supplier Database Summary (CSD)
T2.2c	Certified copy of NHBRC Grading Certificate or Proof of Registration
T2.2d	Certified copy of Companies CIPRO Certificate or Proof of Registration
T2.2e	Proof of Registration with CIDB
T2.2f	Sworn Affidavit (QSE & EME) or letter from Auditors or authorised person confirming annual turnover (GE or others)
T2.2g	Resolution for signatory
T2.2h	Resolution of Board of Directors to enter into consortia or joint venture
T2.2i	Record of Addenda to Tender Documents
T2.2j	Declaration of Interests
T2.2k	Declaration of Procurement above R10million

T2.2l	Compulsory Enterprise Questionnaire
T2.2m	PPPFA Points Claim Form 2011
T2.2p	Schedule of estimated monthly expenditure
T2.2q	Preliminary Construction Programme
T2.2r	Construction Methodology
T2.2s	Professional Engineer/Technologist's Curriculum Vitae
T2.2t	Certified copy of Professional Engineer's registration certificate with the Engineering Council of South Africa (ECSA)
T2.2u	Professional Engineer's Professional Indemnity (PI) Insurance
T2.2v	Agreement between Tenderer and Professional Engineering Entity
T2.2w	Schedule of Proposed Sub-contractors
T2.2x	Curriculum Vitae of Key Personnel incl. certified copies of qualifications
T2.2y	Curriculum Vitae of CHSO and proof of registration with SACPCMP
T2.2z	Schedule of Plant and Equipment
T2.2aa	Additional particulars concerning Bidders
T2.2ab	Subcontracting to Small, Medium and Micro Enterprises (SMME)
T2.2ac	Project References for listed relevant projects
T2.2ad	Completion certificates for completed listed relevant projects
T2.2ae	Proof of Locality

Part C1: Agreement and Contract Data

C1.1	Form of Offer and Acceptance
C1.1a	Final Summary
C1.2	Contract Data (Part 2: Information provided by the Contractor)
C1.3	Performance Guarantee
C1.4	Occupational Health And Safety Agreement

VOLUME 3: THE CONTRACT

Part C2: Contract data

C2.1	Contract Data (Part 1: Data provided by the Employer)
C2.2	Contract Data (Part 2: Data provided by Contractor – Post tender information)

Part C3: Pricing data

C3.1	Pricing Instructions
C3.2	Bill of Quantities

Part C4: Scope of work

C4.1	Scope of Work and Applicable Standard Specification
C4.2	Particular Specification Construction Health and Safety
C4.3	Particular Specification Environmental Management Plan
C4.4	Contractor's Report

Part C5: Site information

C5.1	Site Information
C5.2	Drawings

Add the following additional clause:

Tender and / or Document Deposit

A Two Envelope system will NOT APPLY

F.2 Tender's obligations

F.2.1 Eligibility

Add the following after F.2.1.2

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

A. Construction Industry Development Board (CIDB) Registration

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 6GB class of construction work, are eligible to have their tenders evaluated.

B. 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 6GB 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 determined in accordance with the sum tendered for a 8GB class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations; and
4. Page 16 reflects the alpha-numeric associated with the contractor Grading Designations.

Notwithstanding the above, contractors registered as potentially emerging contractors with the CIDB and who are registered in one contractor grading designation lower than that required in terms of the above are eligible to submit a tender.

If called upon to do by the employer's agent, the tenderer shall, within 48 hours, provide satisfactory evidence of compliance with this condition. Failure to provide the evidence within the time limit may result in the tender offer being rejected as non-responsive.

F2.2 Add the following to the clause:

Accept that once a Tender Document is drawn the deposit paid for the said Tender Document will not be refunded under any circumstance.

Accept that Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).

F2.10.3 This tender is **NOT subject to contract price adjustments.**

F.2.12 Alternative Tender Offers

Add the following after F.2.12.2:

- A. If a tenderer wishes to submit an alternative offer, he shall do so as a separate complete offer on a separate complete set of tender documents clearly marked as an “Alternative Tender” in order to distinguish it from the unqualified tender. The only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer’s standards and requirements, the details of which may be obtained from the Employer’s Agent.
- B. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer’s standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.
- C. Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.
- D. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer’s standards and requirements.
- E. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer’s costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in Schedule 13: Alterations / Amendments by Tenderer in T2.2 Returnable Documents.
- F. A bank guaranteed cheque equal to 0.5% of the tendered amount for the alternative offer must be submitted with the alternative offer. The alternative offer will not be considered if not accompanied with the said guaranteed cheque.

Alternative tender offer permitted:

Yes No

F.2.13 Submitting a Tender Offer

- A. *Add the following at the end of F.2.13.3.*
Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.
- B. *Add the following after the first sentence of F.2.13.3:*
The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

C. Add the following after the first sentence of 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:

Location of tender box : Tender Boxes provided at the Ground floor, 4 Kikuyu Road, Sunninghill, 2070.
Physical address : Ground Floor, 4 Kikuyu Road, Sunninghill, 2070.

Identification details : Contract No. **HDA/EC/2023/001**

APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE COMPLETION OF MDANTSANE EAST TEMPORARY RELOCATION AREA IN BUFFALO CITY METROPOLITAN MUNICIPALITY, EASTERN CAPE PROVINCE

Sealed tenders with the Tenderer's name and address and the endorsement "**Contract No HDA/EC/2023/001. - APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE COMPLETION OF MDANTSANE EAST TEMPORARY RELOCATION AREA IN BUFFALO CITY METROPOLITAN MUNICIPALITY, EASTERN CAPE PROVINCE**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

F2.13.1 Add the following to the clause:

No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions, or indistinct figures.

F2.13.2 Replace the contents of the clause with the following:

Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, by writing in **BLACK INK**.

All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.

F.2.13.3 No copies of the tender offer are required.

F2.13.4 Add the following to the clause:

Only authorised signatories may sign the original and all copies and all copies of the tenderer's offer where required in terms of F2.13.3

F2.13.6 A two-envelope procedure will not be followed.

F2.6.9 Electronic, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F2.6.10 Add the following to the clause:

If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.

F2.13.11 Add the following to the clause:

The Tenderer is required to enter information in the following sections of the document:

Section T1.1	:	Invitation to Tender
Section T2.2	:	Returnable Schedules
Section C1.1	:	Form of Offer and Acceptance
Section C1.2	:	Contract Data (Part 2)
Section C3	:	Pricing Data

The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.

The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.

Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in F2.23 shall result in a tender offer being regarded as non-responsive.

The Schedule of Deviations (if applicable) shall be signed by the successful tenderer after acceptance by the Employer of the Tender Offer.

Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. The Tenderer shall satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Section T2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.

Accept that the Employer is restricted in accordance with the OHS Act, 1993 (Act No. 85 of 1993) Construction Regulations, 2014, Clause 4(4) to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.

Accept that submitting inferior and inadequate information relating to health and safety shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of Tender evaluation points.

F.2.15 Closing Time

F.2.15.1 *Add the following:*

The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 Tender Offer Validity

F2.16.1 *Add the following:*

The tender offer validity period is 90 days.

If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure for business on the following working day.

F2.16.2 Add the following to the clause:

Accept that should the tenderer unilaterally withdraw his tender after the closing time for tenders, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on

demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tenderer withdrawn (as corrected in terms of clause F3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.

F.2.17 Clarification of tender Offer after Submission

F.2.17.1 Add the following:

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or confirmation of registration with CIDB within the time for submission stated in the employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

F2.17.2 Add the following to the clause:

Notwithstanding F2.23, submit within 7 days from receipt of a written request by the Employer, a full report from his banker as to his financial standing. The Employer may, at its discretion, condone any failure to comply with the foregoing condition.

Accept that the Employer or his agent, reserves the right to approach the tenderer's banker or guarantor(s) as indicated in the bid document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view of ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.

F.2.22 Return all retained tender documents prior to the closing time for the submission of tenders.

F.2.24 Certificates

Add the following:

The tenderer is required to submit the following certificates with the tender:

A. Certificate of Contractor Registration (CIDB)

Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. (Document T2.2e).

B. Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax Clearance Certificate issued by SARS. Failure to provide a valid Tax Clearance Certificate will result in the tender being rejected. (Document T2.2a).

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

C. Bargaining Council Certificates

Where applicable, submit a certificate of compliance issued by the relevant Bargaining Council.

Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

D. Tenders exceeding R10 million

Where the tendered amount inclusive of VAT exceeds R10 million:

- i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing.
- ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract.
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

F.3 The Employer's undertakings

F.3.1 Respond to Requests from the Tenderer

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

F.3.11.3 **Method 2** will be used to evaluate all responsive tender offers as amended below:

- a) Open and record tender offers received.
- b) Determine whether or not tender offers are complete.
- c) Determine whether or not tender offers are responsive and reject non-responsive tenders.
- d) Score quality, rejecting all tender offers that fail to score the minimum number of points for functionality stated in the tender data.
- e) Score tender evaluation points for each financial offer.
- f) Confirm that tenderers score in terms of the specific goals
- g) Calculate total tender evaluation points.
- h) Rank tender offers from the highest number of tender evaluation points to the lowest.
- i) 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.

- j) The 80/20 preference point system for acquisition of services, works or goods will apply up to Rand value of R50 million
- k) The 90/ 10 preference points system for acquisition of services, works or goods will apply to a Rand value above R50 million

F3.11.7 The financial offer will be scored in terms of Method 2 as described in F3.11.3 of the Standard Conditions of Tender. Up to 80 points for lowest tendered price may be awarded.

F3.11.10 Add the following new Sub-clause:

Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer.
- b) reasonableness of unit rates and prices.
- c) reasonableness of the Contract Participation Goals Bided.
- d) the bidder's ability to fulfil its obligations in terms of the Bid document, that is, that the bidder can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel etc. to perform the contract.

No tender will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required to complete the project successfully.

F3.12 Replace the contents of the clause with the following:

Full insurances are to be provided by the Contractor. The Contractor must provide the Employer with the insurance policy information and certificates of insurance prior to the commencement of the contract.

F3.13 Acceptance of Tender Offer

A. Add the following after F.3.13.1

Tender offers will only be accepted if:

- a) the tenderer is registered with the CIDB with an appropriate category of registration.
- b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- c) the tenderer has not:
 - abused the Employer's Supply Chain Management System; or
 - failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months.
 - failed to perform on any previous contract and has been given a written notice to this effect;
- e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- f) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an original valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;

F 3.13.1 Add the following new clause

Notification of Decision and Appeal Period

If the Supply Chain Management Bid Adjudication Committee has resolved that a tender be accepted, the successful and unsuccessful tenderers shall be notified in writing of this decision.

Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).

The notification of the decision sent to the successful tenderer is **not** acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e., Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the [Client's] appeals process.

F 3.17 Provide Copies of the Contract

Add the following:

The number of paper copies of the signed contract to be provided by the employer is **one**.

T.1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

T.1.2.3.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with the tender, appended to Schedule B5: Health and Safety Plan in T2.2 Returnable Documents, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover *inter-alia* the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- 3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- 4) Regular monitoring procedures to be performed.
- 5) Regular liaison, consultation and review meetings with all parties.
- 6) Site security, welfare facilities and first aid.
- 7) Site rules and fire and emergency procedures.
- 8) Risk assessment and management.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.5 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

T.1.2.3.2 Eligibility with Respect to Expanded Public Works Programme

This Contract does not qualify for consideration as an Expanded Public Works Programme project.

T.1.2.3.3 Claims Arising after Submission of Tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.

- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

T.1.2.3.4 Imbalance in Tendered Rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

T.1.2.3.5 Community Liaison Officer

Required

T.1.2.3.6 Scope of Mandatory Subcontract Works

The Housing Development Agency (HDA) will enforce that a minimum of 30% of the work be subcontracted to Small, Medium and Micro Enterprises (SMME's)

T.1.0.3. Invalid Tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1 Form of Offer and Acceptance).
- b) if the tender is not completed in non-erasable ink.

- c) if the offer has not been signed.
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

T.1.2.3.8 Negotiations with Preferred Tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity.
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

T.1.2.3.9 General Supply Chain Management Conditions Applicable To Tenders

A written tender may not be considered unless the provider who submitted the tender.

- (a) Has furnished that provider's
 - (i) Full name.
 - (ii) Identification number or company or other registration number; and
 - (iii) Tax reference number and VAT registration number, if any.
 - (iv) Registration number in terms of section 18(1) of the Construction Industry

Development Board Act, 2000 (Act No.38 of 2000), should the provider quote or Tender to undertake, carry out or complete any construction works or portion thereof.

- (b) Has provided the HDA with a tax clearance from the South African Revenue Services ensuring that the provider's tax matters are in order; and

- (c) Has provided the HDA with a certificate from the Construction Industry Development Board that the tenderer holds a valid registration certificate issued by the Board; and

- (d) Has indicated –

- (i) Whether he or she is in the service of the state or has been in the service of the state in the previous twelve months.

- (ii) If the tenderer is not a natural person, whether any of its directors, managers, principal shareholders, or stakeholder is in the service of the state, or has been in the service of the state in the previous twelve months; or

- (iii) Whether a spouse, child, or parent of the provider or of a director, manager, shareholder or stakeholder referred to in subparagraph (ii) is in the service of the state or has been in the service of the state in the previous twelve months.

- (e) Disallow the listing of any prospective provider whose name appears on the National Treasury's database as a person prohibited from doing business with the public sector.

- (2) The list must be updated at least quarterly to include any additional prospective providers and any new commodities or types of services. Prospective providers must be allowed to submit applications for listing at any time. The list must be compiled per commodity and per type of service.

(3) The accounting officer may waive the requirements of the listing criteria and the minimum thresholds, if special circumstances require such waiver. The reasons for such waiver shall be reflected in the quarterly report referred to in Section 8(3) of this policy.

T.1.2.3.10 Combating Abuse of the Supply Chain Management Policy

(1) The accounting officer must:

- (a) Take all reasonable steps to prevent abuse of the supply chain management system.
 - (b) Investigate any allegations against an official or other role player of fraud, corruption, favouritism, unfair or irregular practices or failure to comply with this Policy, and when justified,
 - (i) Take appropriate steps against such official or other role player; or
 - (ii) Report any alleged criminal conduct to the South African Police Service.
 - (c) Check the National Treasury's database prior to awarding any contract to ensure that no recommended Tenderer, or any of its directors, is listed as a person prohibited from doing business with the public sector.
 - (d) Reject any Tender from a Tenderer,
 - (i) if any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months; or
 - (ii) Who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.
 - (e) Reject a recommendation for the award of a contract if the recommended Tenderer, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract;
 - (f) Cancel a contract awarded to a person if,
 - (i) The person committed any corrupt or fraudulent act during the Tendering process or the execution of the contract; or
 - (ii) An official or other role player committed any corrupt or fraudulent act during the Tendering process or the execution of the contract that benefited that person; and
 - (g) Reject the Tender of any Tenderer if that Tenderer or any of its directors,
 - (i) Has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system;
 - (ii) Has been convicted for fraud or corruption during the past five years;
 - (iii) Has wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - (iv) Has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- (2) The accounting officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of subparagraphs 37(1)(b)(ii), (e) or (f) of this policy.

T.1.2.3.11 UIF Payments

The Tenderer shall submit to the Employer a letter from the Department of Labour indicating his/her good standing with regard to UIF payments upon being requested to do so.

T.1.2.4 Mandatory Tender Evaluation Criteria

Tenderers shall take note of the following Tender Conditions:

Tenderers will have to score a minimum of 70% during the pre-qualification in order to be considered responsive and qualify to be further assessed on price and specific goals. The functionality evaluation criteria, weighting and values are as follows:

FUNCTIONALITY CRITERIA
Tenderers are to submit information in respect of the following criteria upon which they will be scored for functionality. Failure to submit the relevant information will result in zero scores.

DETAILED BREAKDOWN OF QUALITY POINTS											
DETAILS	Total Max Points	Item Max. Points									
CRITERIA 1. APPROACH	40										
1.1. Preliminary Construction Programme		10									
<p>The tenderer must submit a Programme for the Scope of Work. The Programme must demonstrate the tenderer's approach and resources to deliver the milestones within the required timeframe.</p> <p>The tenderer must submit a construction programme indicating establishment and critical path of milestones item as per C3.3, clause 31.4.4 incl. duration and productions rates for each item. The milestones must include temporary beneficiary relocation. The contractor is to indicate the timeframes with number of housing units to be handed over during the contract. Timeframes and production rates will be fixed. Only date will be adjusted following site handover.</p> <p>Scoring will be based on level of detail:</p> <table> <tr> <td>Excellent</td> <td>All items and details as described above is submitted in a clear and unambiguous manner and the tenderer has shown a good understanding of the work items and timeframes.</td> <td>10</td> </tr> <tr> <td>Good</td> <td>Some items and details as described above is submitted in a clear and unambiguous manner and the tenderer has shown some understanding of the work items and timeframes.</td> <td>6</td> </tr> <tr> <td>Poor</td> <td>Some items and details as described above is submitted but is indistinct and the tenderer could not show a fair understanding of the work items and timeframes.</td> <td>2</td> </tr> </table> <p>Note: The tender programme can be done using any software but must be printed in a legible manner and size.</p>	Excellent	All items and details as described above is submitted in a clear and unambiguous manner and the tenderer has shown a good understanding of the work items and timeframes.	10	Good	Some items and details as described above is submitted in a clear and unambiguous manner and the tenderer has shown some understanding of the work items and timeframes.	6	Poor	Some items and details as described above is submitted but is indistinct and the tenderer could not show a fair understanding of the work items and timeframes.	2		
Excellent	All items and details as described above is submitted in a clear and unambiguous manner and the tenderer has shown a good understanding of the work items and timeframes.	10									
Good	Some items and details as described above is submitted in a clear and unambiguous manner and the tenderer has shown some understanding of the work items and timeframes.	6									
Poor	Some items and details as described above is submitted but is indistinct and the tenderer could not show a fair understanding of the work items and timeframes.	2									
1.2. Methodology and Execution Strategy		5									
<p>The tenderer must demonstrate a work implementation strategy assigned to the respective tasks and the optimisation of resources and activities. The following items must be addressed in order to be scored for this item:</p> <ul style="list-style-type: none"> The tasks to be allocated to SMME's contractors must be listed and quantified in terms of number of contractors to be used and cost of works related to each task to be cub-contracted by the SMMEs. Management and arrangement of the works with regards to the beneficiaries during construction. Where beneficiaries are currently on site they have to be given notice and assisted to temporary relocate to allow 											

<p>construction of the works. The tenderer to demonstrate proposed arrangements.</p> <ul style="list-style-type: none"> • Approach with regards to the use of local labour and on-site transfer of skills. The contractor must indicate the type of work, level of training and number of labour to be trained in each skill set. • Methodology and approach to construction of the works including detail on access, construction of road intersection, construction of the remaining TRUs, conversion of the existing shower units into ablution facilities, construction of the ClearVu fencing. Details of targeted disposal site(s) must be clearly indicated, including rehabilitation measures, if required. <p>Scoring will be based on level of detail:</p> <p>Excellent All items and details as described above is submitted in a clear and unambiguous manner and the tenderer has shown an excellent understanding of the methodology and approach required for this specific contract and has provided details of a spoil site and arrangements.</p> <p>Good Some items and details as described above is submitted in a clear and unambiguous manner and the tenderer has shown a good understanding of the methodology and approach general to this type of contract.</p> <p>Poor Some items and details as described above is submitted but is indistinct and the tenderer could not show a fair understanding of the approach with a generic construction methodology.</p>	<p>5</p> <p>3</p> <p>1</p>	
<p>1.3. Professional Civil Engineering Capacity</p>		<p>15</p>
<p>The tenderer is to provide details of the civil engineering capacity to support the turnkey approach to the project. The tenderer must provide an signed agreement between the contractor and the consulting design firm for the project (2 points) and a company profile of the design firm highlighting surfaced roads experience (3 points).</p>	<p>5</p>	
<p>The tenderer is to provide a detailed CV (2 points) and proof of registration of the professional member to be assigned by the to the project (3 points). The professional member shall be registered as a Professional Engineer (Pr. Eng) or Professional Technologist (Pr. Tech Eng) with the Engineering Council of South Africa (ECSA)</p>	<p>5</p>	
<p>The tenderer is to provide a copy of the professional indemnity insurance of the design firm. (5 points)</p> <p>Note: Please highlight any items/sections in the CV related to the requirements above.</p>	<p>5</p>	
<p>1.4. Occupational Health and Safety</p>		<p>10</p>
<p>The tenderer is to demonstrate an understanding of the OHS Act and construction Regulations and must have a qualified and registered OHS Officer full time available to attend to all OHS matters during construction.</p> <p>The tender must submit the following and will be scored accordingly.</p> <ol style="list-style-type: none"> 1. OHS Policy referring to the OHS Act and Regulations which indicates the general approach to OHS matters. Tenderer to score 6 points. 2. OHS Officer CV with proof of SAMTRAC training and registration with SACPCMP required in terms of the OHS Act and Regulations is submitted. The OHS Officer must have at least 5 years' experience as OHS Officer. Tenderer to score 4 point. 	<p>6</p> <p>4</p>	
<p>CRITERIA 2. APPLICANT'S EXPERTISE AND EXPERIENCE</p>		<p>20</p>

Building projects shall include: schools, hospitals, multipurpose centres, clinics, RDP housing units and any other sizable building structures for public or private use.		
2.1. Staffing Levels		
2.1.1. Professional Construction Manager (PrCM)		
If PrCM has 10 years' experience as PrCM (6 Points), <u>and</u> has completed building project of similar size and cost (2 points per project up to a maximum of 4 points)		10
OR		
If PrCM has 7 years' experience (3 Points), <u>and</u> has completed similar projects (2 points per project up to a maximum of 4 points)		7
OR		
If PrCM has 5 years' experience (1 point) <u>and</u> has completed similar projects (2 points per project up to a maximum of 4 points).		5
Should the PrCM only have the required number of years' experience, however, has not completed any work of a similar nature (building), the tenderer will score zero points. <u>Contactable</u> references being the Engineer on the project must be included on the CV's for the respective contracts claimed.		
2.1.2. Construction Work Supervisor (CWS)		
If CWS has 10 years' experience (5 Points), <u>and</u> has completed similar projects (1 point per project up to a maximum of 5 points)		10
OR		
If CWS has 7 years' experience (2 Points), <u>and</u> has completed similar projects (1 point per project up to a maximum of 3 points))		5
OR		
If CWS has 5 years' experience (1 point) <u>and</u> has completed similar projects (1 point).		2
Should the CWS only have the required number of years' experience, however, has not completed any work of a similar nature (building), the tenderer will score zero points. <u>Contactable</u> references being the Engineer on the project must be included on the CV's for the respective contracts claimed.		
All CV's must include certified copies of qualifications.		
Non submission of CV's and qualifications will result in no points allocated.		
2.2. Tenderer's Relevant Experience		30
The tenderer must show relevant experience on previous or existing contracts of similar nature.		
3 points per project consisting of surfaced roads with concrete kerbing and concrete side drains. Maximum of 5 confirmed projects	15	
5 points per project consisting of any building project (houses, schools, office blocks, hospital etc) to the minimum contract value of R 8 million per project. Maximum of 3 confirmed projects.	15	
Should references not be contactable or project performance cannot be confirmed then the project will not be scored. (Completion certificates must be submitted for all projects claimed for points to be allocated).		
Non-submission will result in no points being allocated.		

2.3. Tenderer's Locality		10
Due to the nature of the project and the budget allocated to it, preference will be given to service providers who already have presence in within the Buffalo City Metropolitan Municipality or the Eastern Cape.		
Proof of office presence in the Buffalo City Metropolitan Municipality	10	
Proof of office presence in the Eastern Cape	5	
Tenderers must submit a copy of the company's municipal account or a signed lease agreement		
No points will be allocated for office presence outside Buffalo City Metropolitan Municipality or the Eastern Cape		

TOTAL POINTS SCORE FOR PRE-QUALIFICATION	100
TENDERERS WITH A SCORE OF LESS THAN 70 POINTS (70%) WILL NOT BE CONSIDERED FURTHER FOR ASSESSMENT ON PRICE AND SPECIFIC GOALS	

END OF SECTION