

# THE TENDER

**PART T1: TENDERING PROCEDURES**

**PART T2: RETURNABLE DOCUMENTS**

T.1

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*Contractor*

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*Witness 1*

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*Witness 2*

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*Employer*

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*Witness 1*

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*Witness 2*

## PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER..**ERROR! BOOKMARK NOT DEFINED.**

T1.2 TENDER DATA ..... T.3

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## T1.1 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

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 of inconsistency between it and the Standard Conditions of Tender.

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

Subclause	Data
F.1.1	The employer is the <b>BLOUBERG MUNICIPALITY</b> .
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p><b>THE TENDER</b></p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 40px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 40px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 40px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p style="padding-left: 40px;">T2.4 Other Schedules and Documents that will be Incorporated into the Contract</p> <p><b>THE CONTRACT</b></p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 40px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 40px;">C1.2 Agreement in Terms of the Occupational Health &amp; Safety Act</p> <p style="padding-left: 40px;">C1.3 Guarantee</p> <p style="padding-left: 40px;">C1.4 Contract Data</p> <p>Part C2:Pricing data</p> <p style="padding-left: 40px;">C2.1 Pricing instructions</p> <p style="padding-left: 40px;">C2.2 Bills of quantities</p> <p>Part C3: Scope of work</p> <p style="padding-left: 40px;">C3.1 Description of Works</p> <p style="padding-left: 40px;">C3.2 Engineering</p> <p style="padding-left: 40px;">C3.3 Procurement</p> <p style="padding-left: 40px;">C3.4 Construction</p>

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Subclause	Data
	<p>C3.5 Management</p> <p>Part C4: Site information</p> <p>C4.1 Site Information</p> <p>C4.2 Locality Plan</p> <p>Part C5: Annexures</p> <p>C5.1 : Proforma Documents</p> <p>C5.2 : Blouberg Local Municipality Supply Chain Policy</p> <p>C5.3 : Contract Drawings</p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>2GB PE or 3GB or Higher</b> class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level higher than the contractor's registered grading designation, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract</p> <p>are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB or can provide proof of having registered;</li> <li>the lead partner has a contractor grading designation in the <b>2GB PE or 3GB or Higher</b> class of construction work; and</li> <li>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 <b>2GB PE or 3GB or Higher</b> class of construction work are eligible to submit tenders.</li> <li><b>Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders. The Tenderer must have a staff member who has completed, or, is registered for training towards, the NQF level 5 unit standards "Develop and Promote Labour Intensive Construction Strategies".</b></li> </ol>
F.2.7	<p>The arrangements for a compulsory clarification meeting are:</p> <p>Location: Municipal Council Chamber, Senwabarwana</p> <p>Date: <b>25<sup>th</sup> July 2017</b> Starting Time: <b>10h00</b></p>
F.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria

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Subclause	Data
	<p>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.</p> <p>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.</p> <p>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.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: <b>2<sup>nd</sup> Building Mogwadi, Senwabarwana Road, Senwabarwana,0790</b></p> <p>Identification details: <b>BM07/17/18 – CONSTRUCTION OF MAMEHLABE CRECHE</b></p>
F.2.13. & F.3.5	A two-envelope procedure will not be followed.
F.2.15	Closing time for submission of tender offers is: <b>11h00 hours on Friday the 4<sup>th</sup> August 2017.</b>
F.2.15	Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.
F.2.1.5	The tender offer validity period is <b>90 days.</b>
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.3.11	The procedure for evaluation of responsive tenders is the 80/20 preference point system (totalling 100 points) as contained in the procurement policy clause C3.3. Minimum for further evaluation is 60 points, if a tenderer scores less than the functionality points, the tenderer will be disqualified.

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Subclause	Data
	<p>The financial offer will be scored using the following:</p> $Ps = 80 (1 - Pt - Pmin) / Pmin$ <p>Where</p> <p>Ps = points scored for comparative price bid/offer under construction</p> <p>Pt = Comparative price bid/offer under construction</p> <p>Pmin = Rand value of the lowest acceptable tender</p> <p>The tender will be awarded to the highest bidder in terms of the points</p>
	<p><b>1. Administrative Compliance – Phase One</b></p>
	<p>2.10 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.</p> <p>1.2 <b>Critical Criteria:</b></p> <p>The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:</p> <p>A valid original tax clearance certificate to be attached.</p> <ul style="list-style-type: none"> <li>• All Pages to be initialled</li> <li>• Form of Offer completed and signed</li> <li>• Site inspection is compulsory</li> <li>• All attached MBD forms must be completed and signed.</li> <li>• Copy of Company Registration Certificate to be attached</li> <li>• Bill of quantities to be filled in black ink</li> <li>• Initial all alterations in the BoQ</li> <li>• Authority of Signatory to be signed</li> </ul>

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Subclause	Data
	<ul style="list-style-type: none"> <li>JV agreement submitted (Where applicable)</li> <li>Copy of Municipal rates and taxes not older than 3 months to be attached (Both for the company and each of the directors).in case of areas not paying Municipal rates and tax, an SAPS affidavit must be attached and for renting company's a copy of lease agreement must be attached.</li> <li>Certified ID copies of directors/shareholders/members to be attached</li> <li>Central supplier database (CSD) registration summary to be attached.</li> </ul> <p><b>NB: All copies must be certified</b> <b>The certification must not be older than 3 months of the closing date.</b></p>
F3.13.1	<p>Tender offers will only be accepted on condition that:</p> <ol style="list-style-type: none"> <li>the tenderer or any of its directors is not listed in 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; and</li> <li>the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.</li> </ol>
F.3.18	<p>The number of paper copies of signed contract to be provided by the Engineer is <b>original contract plus three signed copies.</b></p> <p>Labour Content:</p> <p>The minimum Labour content for this project shall be <b>10% OF THE WORKS.</b></p> <p><b>Note: This 10% labour content shall be from LOCAL COMMUNITY. The contractor's own skilled and unskilled personnel will not be counted towards the said 10% contract amount minimum labour content.</b></p>

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Witness 1

Witness 2

**2. Functionality – Phase Two**

THE TENDER  
Contract No.BM07/17/18

Construction of Mamehlabe Creche

T1.2: Tender Data

The bidders who complied administratively are considered for further evaluation on ability to execute the project.

The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified.

A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

**FUNCTIONALITY**

Item	Criterion	Weighting
<b>A</b>	Copy of Municipal rates and taxes not older than 3 months must be attached (Both for the company and each of the directors). for renting company's a copy of lease agreement must be attached and in case of Local joint venture Partner(s) proof of Residence letter signed & or stamped by Local Tribal Office or Headsmen or valid municipal rates statement.	<b>20</b>
<b>B</b>	Specific personnel knowledge will be based on qualification, years of experience on building projects.	<b>30</b>
<b>C</b>	Company/Entity's experience in General Building work .score will be based on successfully executed and completed building projects over the last five years of which details are provided.	<b>40</b>
<b>D</b>	Attachment of NHBRC	<b>10</b>
	<b>TOTAL</b>	<b>100</b>

**NB!**

The minimum cut off points for functionality is 60 points out of 100 points and any bidder scoring less than 60 points will not be considered for further evaluation.

**Tenderers to submit required information as stated below. Non submission will result in loss of points.**

Service Providers that qualified pre-evaluation in terms of the functionality cut off points of **60** points will then be evaluated in terms 80/20 preference point system.

**A. SIGNED RESIDENCE LETTER AND MUNICIPAL STATEMENT**

No	Target Goals	Maximum Points (20)	Points Claimed
<b>1</b>	<b>Tenderer scores zero (0) points where there is no attachment</b>	<b>0</b>	
<b>2</b>	<b>one partner/company/Director Attached residence letter</b>	<b>10</b>	

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	or municipal rates statement		
3	both partners/Company and Director Attached residence letter / municipal rates statement	20	

**B. Specific Personnel knowledge (General Building)**

No	Target Goals	Maximum Points 30	Points Claimed
1	Tenderer score zero points where no curriculum Vitae and certified copies of qualifications attached.	0	
2	Tenderer scores 15 points where copies of curriculum Vitae and certified copies of qualifications attached	15	
3	Tenderer scores 20 points where curriculum Vitae Indicating less than 5 years relevant experience and certified copies of qualifications attached	20	
4	Tenderer scores 30 points where curriculum Vitae indicating more than 5 years relevant experience and certified copies of qualifications attached.	30	

**C. COMPANY EXPERIENCE/TRACK RECORD**

No	Target Goals	Maximum Points (40)	Points Claimed
1	Tenders scores 0 where there is no attachment of appointment letters	0	

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	and completion certificate		
2	Tenderer scores 5 points where there is 1 attachment of appointment letters and completion certificate	5	
3	Tenderer scores 20 points where there is 2 to 5 attachment of copies of appointment letters and completion certificate	20	
4	Tenderer scores 40 points where there is 5 or more attachment of copies appointment letters and completion certificate	40	

#### D. ATTACHMENT OF NHBRC CERTIFICATE

No	Target Goals	Maximum Points 10	Points Claimed
1	Tenderer scores 0 points no attachment provided	0	
2	Tenderer scores 10 points where 1 partner attached certificate	5	
3	Tenderer scores 20 points where both partners attached certificate	10	

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Witness 1

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<p>Certified copy of BBBEE certificate, and a trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <ul style="list-style-type: none"><li>• Bidders are required to submit certified and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.</li><li>• Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBBEE but should not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for BBBEE.</li><li>• A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.</li><li>• Public entities and tertiary institutions must also submit B-BBEE Status Level</li></ul> <p><b>NOTE: In order for the Tenderer to claim points for Experience under Functionality, the Tenderer must also attach the following proof for each of the completed projects.</b></p> <ul style="list-style-type: none"><li>• <b>Copy of Appointment Letter, and</b></li><li>• <b>Copy of Completion Certificate.</b></li></ul> <p>A bid shall not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 10 points for B-BBEE.</p> <p>The points scored for price shall be added to the points scored for B-BBEE status level of contribution to obtain the bidder's total points scored out of 100.</p> <p><b>Award of contract to bids not scoring the highest number of points</b></p> <p>(a) A contract must be awarded to the bidder who scored the highest total number of points in terms of the method of evaluation used.</p> <p>(b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.</p> <p><b>Evaluation of bids that scored equal points</b></p>
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Witness 1

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Witness 2

	<p>(a) If two or more bids have equal points, in functionality, the successful bid must be the one scoring the highest score for B-BBEE</p> <p>(b) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points in terms of functionality</p> <p>(c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.</p>
F3.13.1	<p>Tender offers will only be accepted on condition that:</p> <p>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>b) the tenderer or any of its directors is not listed in 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; and</p> <p>c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.</p>
F.3.18	The number of paper copies of the signed contract to be provided by the Municipality is the <b>original contract plus two signed copies.</b>
The Department Special No.1	<p><b>SMME's:</b></p> <p><b>It is a requirement of this contract that participation in the contract must be granted to local SMME companies.</b> Local is defined as "having their head office within the BLOUBERG Local Municipality boundaries". A SMME company should be a registered company. The minimum target for local SMME participation shall be <b>15% of the Tender Sum</b>. This can be achieved through either one or more local SMME companies.</p>
The Department Special. 2	<p><b>Local Labour Content:</b></p> <p>The minimum target for expenditure on wages of Local Labour for this project shall be <b>10% of the Tender Sum.</b></p>

## Annex F: Standard Conditions of Tender

### 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.

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## F.1.2 Tender Documents

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

## F.1.3 Interpretation

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

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

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

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

## F.1.4 Communication and employer's agent

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

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

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

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

## F.2 Tenderer's obligations

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### **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(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**

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

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

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

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

### **F.2.11 Alterations to documents**

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

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

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

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

### **F.2.13 Submitting a tender offer**

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

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

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

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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Witness 1

Witness 2

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

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

#### **F.2.18 Provide other material**

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**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 Return late tender offers**

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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, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

### **F.3.5 Two-envelope system**

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

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

### **F.3.6 Non-disclosure**

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

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

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

### **F.3.8 Test for responsiveness**

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

a) complies with the requirements of these Conditions of Tender,

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- 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 words 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.3.12 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.

formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

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#### **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.

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