|  |
| --- |
| **EMFULENI LOCAL MUNICIPALITY** |

****

**TENDER DOCUMENT**

**7CE or higher**

**APPOINTMENT OF A CONSTRUCTION COMPANY FOR**

**CONSTRUCTION OF STORMWATER PIPES-MALEBOGO, MAMELODI AND NKOMO STREETS**

**TENDER NO: 11/2016/07/NO7/2016**

**CLOSING DATE: XX xxxxxxxx 2016 AT 10:00**

|  |  |
| --- | --- |
| **Issued by:**  **Emfuleni Local Municipality**  P.O. Box 3  Cnr Klasie Havenga Street & Frikkie Meyer Blvd  VANDERBIJLPARK  1911 | **Prepared by:**  **Onboard Consulting Engineers (Pty) Ltd**  Unit 104B Metropolitan Life Building  1064 Arcadia Street  HATFIELD  0083 |
| **Contact: Mr. Gundo V. Maswime**  Telephone: 016 950 6491  E-mail: [gundom@emfuleni.gov.za](mailto:gundom@emfuleni.gov.za) | **Contact: Mr. Morgen Mutenje**  Telephone: 012 342 3011/ 072 331 9461  E-Mail: [onboard@ctecg.co.za](mailto:onboard@ctecg.co.za) |

**Name of Tenderer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CRS Number(s**) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**CIDB GRADE** \_\_\_\_\_\_\_\_\_\_

**Bid Amount R**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Incl. VAT)

***(NO BID WILL BE ACCEPTED FROM A PERSON IN THE SERVICE OF THE STATE)***

|  |
| --- |
| **Tenderer : ………………………………………………………………………………………**  **…………………………………………………………………………………………………….**  **Address: ………………………………………………………………………………………..**  **………………………………………………………………………………………………………**  **Tel No.: …………………..…………… Fax No.: ……………………………….……………**  **E-mail: ………………………………………………………………………………….…..……**  **Tender Value (Inc. VAT.): R ………………………………………………………………….**  **Preference points claimed: BBBEE Points [ ]** |

|  |  |  |
| --- | --- | --- |
| **CHECKLIST** | | |
| **DESCRIPTION** | **\*YES** | **\*NO** |
| **Attendance of Site Inspection/ Tender Briefing** |  |  |
| **Power of Attorney/ JV agreement in case of JV** |  |  |
| **Valid Original Tax Clearance attached** |  |  |
| **CIDB grading** |  |  |
| **CRS Number (s)** |  |  |
| **Form of Tender Signed** |  |  |
| **Document filled in with a black pen** |  |  |
| **All pages signed** |  |  |
| **Schedule of construction plant included** |  |  |
| **Schedule of work carried out included** |  |  |
| **Schedule of sub contracts** |  |  |
| **Schedule of monthly expenditure** |  |  |
| **Programme of works included** |  |  |
| **Qualification of Tender** |  |  |
| **Form of alternative tender** |  |  |
| **PDI Equity stated** |  |  |
| **Financial Details** |  |  |
| **Cipro Document attached** |  |  |

**\*YES/\*NO mark with √**

***“Please note that this is just a guide to assist you and is not necessarily all the info required. The Emfuleni Local Municipality indemnifies itself and retain the rights to evaluate the full document.”***

**VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:**

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If an original tax clearance certificate (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document on closing date of the bid.

2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.

3. Failure to complete the schedule of quantities as required, i.e only lump sums provided.

4. Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the bid.

5. The use of correction fluid (i.e. tippex) or any erasable ink, eg. pencil.

6. Non-attendance of mandatory/compulsory:

* + Site inspections or;
  + Information/Clarification meetings

7. The Bid has not been properly signed by a party having the authority to do so, according to the *example* of “Authority for Signatory”

8. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company’s relevant resolution (for each specific bid) of their members or their board of directors, must be submitted.

9. Particulars required in respect of the bid have not been completed, except if information required on Preferencing Schedule in respect of B-BBEE and Equity Ownership Forms, is not completed, the bid will not be disqualified but no preference points will be awarded.

10. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract

11. The bid has been submitted either in the wrong bid box or after the relevant closing date and time

12. Failure to provide a valid certificate from the Department of Labour, or a declaration (Specific goals – “Equity ownership”) by a designated employer that it complies with the Employment Equity Act 55 of 1998.

13. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.

14. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.

15. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –

1. who is in the service of the state, or;
2. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
3. who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.

16. Failure to provide:

(a) written proof of **registration** with the CIDB, in an appropriate contractor grading designation (category), as required in the bid documentation (if applicable); or

(b) written proof of **application** to the CIDB **for registration** as a contractor in an appropriate designation (category), as required in the bid documentation (if applicable).

17. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid 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.

18. Bid offers will be rejected if the bidder has abused the Elias Motsoaledi Local Municipality’s Supply Chain Management System.

19. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.

20. Form of offer not completed and signed by the authorised signatory.

21. Not signing all pages on the space provided

22. **Failure to Sign and Return the Agenda of the Briefing Session together with the Tender Document**

**NOTE:**

**IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.**

**1. CLIENT, EMPLOYER, EMFULENI LOCAL MUNICIPALITY (ELM).**

**2. BID, TENDER AND VARIATIONS THERE-OF**

**3. JOINT VENTURE / CONSORTIUM**

**CONTENTS**

**PAGE**

**The Tender**

**Part T1: Tendering procedures**

T1.1 Tender Notice and Invitation to Bid T1.2

T1.2 Standard Conditions of Tender T1.5

T1.3 Tender Data T1.15

**Part T2: Returnable documents**

T2.1 List of Returnable Documents T2.2

T2.2 Returnable Schedules T2.4

**The Contract**

**Part C1: Agreement and Contract Data**

C1.1 Form of Offer and Acceptance C1.1.1

C1.2 Contract Data C1.2.1

C1.3 Form of Guarantee C1.3.1

C1.4 Adjudicator’s Agreement C1.4.1

**Part C2: Pricing data**

C2.1 Pricing Instructions C2.1.1

C2.2 Bill of Quantities C2.2.1

**Part C3: Scope of Work**

C3.1 Site Information C3.3

C3.2 Project Location and Limits C3.3

C3.3 Project Scope C3.3

C3.4 Detail Description of the Works C3.3

C3.5 Design ..C3.4

C3.6 Project Specifications C3.8

**Part C4: Site information**

C4 Site Information C4.2

**Part C5: Reduced Drawings for Tender purposes** (separate volume) C5.1

APPENDIX A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

AND ENVIRONMENTAL MANAGEMENT SPECIFICATION

APPENDIX B: EPWP GUIDELINE CONDITIONS

APPENDIX C: LOCALITY PLAN

APPENDIX D: BID CHECKLIST

**BOOK 2 OF 3 (WASTE WATER TREATMENT WORKS)**

C3.4.6 VARIATIONS AND ADDITIONS TO THE SANS 1200

STANDARDIZED SPECIFICATIONS AND THE SANS 2001

STANDARDS FOR CONSTRUCTION WORK FOR THIS

CONTRACT, PARTICULAR SPECIFICATIONS AND

BUILDING ELECTRICAL SPECIFICATIONS

C2.2 BILL OF QUANTITIES

**BOOK 3 0F 3**

SUBMISSIONS

**DRAWINGS**

The CD issued with the Tender Documents contains the Tender Drawings.

# Tendering Procedures

**PART** T**1 TENDERING PROCEDURES**

**INVITATION TO BID EBD 1**

**YOU ARE HERBY INVITED TO BID FOR REQUIREMENTS OF THE EMFULENI LOCAL MUNICIPALITY AS OUTLINED BELOW:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Bid Number | Bid Description | Compulsory Briefing/Site Clarification Date & Date & Time | Bid Document Fee | Other Requirements | Closing Date | Contact Person |
| 11/2016/07/NO7/2016 | **CONSTRUCTION OF STORMWATER PIPES-MALEBOGO, MAMELODI AND NKOMO STREETS** | **30th XXXXXX 2016 @ XX:00** @ the Mayor’s Parlor, Municipal Building  Cnr. Klasie Havenga street & Frikkie Meyer Blvd  VANDERBIJLPARK | R XX.00 | Minimum CIDB grading of 5CE | **20th XXXXX 201@ XX:00** | Mr. G.V. Maswime (016) 950 6491 |

Bidders must comply with the following minimum requirements: Failure to comply will lead to non-consideration of tender (Non- responsive). Additional requirements will be stipulated in the bid document.

1. Original valid tax clearance certificate issued by South African Revenue Services (SARS) must be submitted.
2. Proof indicating that the municipal account of the Bidder and its Directors are paid up to date (not older than 3 months) must be submitted.
3. A valid letter of good standing in respect of Compensation for Occupational Injuries and Diseases Act (COIDA) must be submitted or an exemption letter thereof from the Labour Department.
4. a vaild XXX SQ/CE CIDB contractors’ grading must be submitted.
5. A compulsory briefing session and site visit will be held as stipulated above
6. Bidders must comply with all terms and conditions as outlined in this tender document.
7. A signed joint venture / consortium agreement/s must be submitted with the tender document (if applicable). In cases of joint venture / consortium all parties are required to submit the above mentioned documentation, failure of which will lead to a disqualification.
8. BIDDERS TO BRING DOCUMENTS TO SITE MEETING FOR STAMPING AND SIGNING

Availability of bid documents: bid documents will be available from XX XXXXXX 2015 from 10:00, until the closing date of the tender at a cost of R \*\*\*\*\*\* (payable in cash or by bank guarantee cheque) before collection of the bid document.

Collection of bid documents: Bid documents may be purchased during office hours between 08:15 to 15:15 on Monday to Friday excluding public holidays, at Emfuleni Local Municipality Supply Chain Management Offices Ground Floor, Vanderbijlpark, Cnr Klasie Havenga Street & Frikkie Meyer Boulevard Vanderbijlpark.

Returning and closing date and time of bid: Sealed and marked with the bid number and bid description bids must be placed in the Bid Box (First Floor) at the Municipal Offices, Vanderbijlpark, Cnr Klasie Havenga Street & Frikkie Meyer Boulevard, not later than XX:00 on the closing date where after it will be opened in public in the Committee Room, First Floor, Municipal Building, Vanderbijlpark.

Evaluation and adjudication of bid: Bids will be evaluated and adjudicated in terms of Emfuleni Local Municipality Supply Chain Management Policy and Preferential Procurement Policy Framework Act No 5 of 2000.The 90/10 preferential procurement points system as outlined in the bid document will apply*.*

Please Note:

a valid original B-BBEE certificate or a certified copy thereof must be submitted with the tender document.

* No bid will be accepted from a person in the service of the state.
* The municipality reserves the right to accept or reject any bid or part thereof and is not obliged to accept the lowest bid.
* Bids shall remain valid for a period of 90 (ninety) calendar days after the closing date.
* Telegraphic, telephonic, telex, facsimile, email and late bids will not be accepted. The municipality will not be held responsible for mailed, couriered tender documents that do not reach the bid box by time on the closing date.
* Valid company registration documents must be submitted e.g. CK, CM, etc.
* Bids may only be submitted on the original bid documentation that is issued by Emfuleni Local Municipality and must be completed in full, signed, in black ink and may not be altered.
* The municipality will appoint tenderer with the highest number of points for the award of contract, unless there are compelling and justifying reasons not to do so.
* No bid will be accepted from bidders or any of its directors listed on the register for tender defaulters.
* Copy of company profile must be submitted.
* Please submit your Bank Rating and latest Audited Financial Statements.
* 30% of the contract value must be subcontracted to a locally based SMME(s), with the required CIDB contractors grading level.

G.V. MASWIME

**ACTING MUNICIPAL MANAGER**

**SITE INSPECTION ATTENDANCE CERTIFICATE**

**EMFULENI LOCAL MUNICIPALITY**

**DEPARTMENT: ROADS AND STORM WATER**

**CONSTRUCTION OF STORMWATER PIPES-MALEBOGO, MAMELODI AND NKOMO STREETS**

**CONTRACT NO.: 11/2016/07/NO7/2016**

This serves to certify that (Name of person representing the tenderer)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Representing (Name of Company):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

has today, **XXth XXXXXXXX 201X@ XX:00**  attended the briefing meeting and compulsory site inspection for prospective tenderers for the above contract.

**Signed on behalf of Employer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NB:** A compulsory site inspection shall take place on **\_\_th \_\_\_\_\_\_\_\_ 2016 @ \_\_H\_\_**. All contractors will meet at the Mayor’s Parlor, Municipal Building, cnr. Klasie Havenga Street & Frikkie Meyer Blvd, VANDERBIJLPARK. (Contact person: Mr. at (016) 950 XXXX (work) with their documents.

**\*\*\*No Tender will be accepted if the contractor/supplier didn’t attend the compulsory briefing session and site meeting.**

**\*\*\*No Tender will be accepted if the contractor/supplier didn’t Sign and return the Agenda for the compulsory briefing session and site meeting.**

STAMP

.

## F Standard Conditions of Tender

**F1 General**

**F1.1 Actions**

The Employer and each tenderer submitting a tender 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.

**F1.2 Tender Documents**

The documents issued by the Employer for the purpose of a tender are listed in the Tender Data.

**F1.3 Interpretation**

**F1.3.1** The Tender Data and additional requirements contained in the tender schedules that are included in the returnable documents are part of these conditions of tender.

**F1.3.2** The 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.

**F1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) **Comparative offer** means thetenderer’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 theoffering, 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 themisrepresentation 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

**F1.4 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.

**F1.5 The Employer’s right to accept or reject any tender offer**

**F1.5.1** The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give reasons for such action upon written request to do so.

**F1.5.2** The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer, or deemed to be non-responsive.

**F2 Tenderer's Obligations**

**F2.1 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.

**F2.2 Insurance**

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The tenderer is advised to seek qualified advice regarding insurance.

**F2.3 Pricing the tender offer**

**F2.3.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Tender Data.

**F2.3.2** Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

**F2.3.3** 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.

**F2.3.4** 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.

**F2.4 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.

**F2.5 Alternative tender offers**

**F2.5.1** 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.

**F2.5.2** 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.

**F2.6 Submitting a tender offer**

**F2.6.1** Submit a tender offer to provide the whole of the works, services or supply identified in the Scope of Work, unless stated otherwise in the Tender Data.

**F2.6.2** Return all returnable documents to the Employer after completing them in their entirety, by writing in black ink.

**F2.6.3** 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.

**F2.6.4** Sign the original 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 who of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

**F2.6.5** 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.

**F2.6.6** The Tender 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.

**F2.6.7** Seal the original tender offer in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.

**F2.6.8** Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F2.7** **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.

**F2.8 Closing time**

**F2.8.1** 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.

**F2.8.2** 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.

**F2.9 Tender offer validity**

**F2.9.1** 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.

**F2.9.2** If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.

**F2.10 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.

**F2.11 Provide other material**

**F2.11.1** 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.

**F2.11.2** Dispose of samples of materials provided for evaluation by the Employer, where required.

**F2.12 Inspections, tests and analysis**

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

**F2.13 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.

**F2.14 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.

**F2.15 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.

**F2.16 Certificates**

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

**F3 The Employer’s undertakings**

**F3.1 Respond to clarification**

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

**F3.2 Issue Addenda**

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

**F3.3 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.

**F3.4 Opening of tender submissions**

**F3.4.1** 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.

**F3.4.2** Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

**F3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

**F3.5** **Two-envelope system**

**F3.5.1** Not applicable.

**F3.6 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.

**F3.7 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.

**F3.8 Test for responsiveness**

**F3.8.1** Determine, on opening and before detailed evaluation, whether each tender offer properly received:

a) meets the requirements of these Conditions of Tender,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

**F3.8.2** 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.

**F3.8.3** 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.

**F3.9 Arithmetical errors**

**F3.9.1** 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 a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.

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 a bill of quantities applies) to achieve the tendered total of the prices.

**F3.9.2** Rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

**F3.10 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.

# F3.11 Evaluation Criteria

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations
5. ELM SCM Policy
6. Bids will be evaluated in terms of the following stage:

The tender will be evaluated in two stages, namely: (1) functionality and (2) price and preference.

Only the combined Price & BBBEE points will determine the highest point scoring bidder to be awarded the contract.

**F3.11.1 Scoring functionality**

**Stage 1: Evaluation on Functionality**

|  |  |
| --- | --- |
| **EVALUATION PROCESS**.  All bids duly lodged will be evaluated on functionality and price. The evaluation criteria and weighting for measuring functionality are indicated.  **Criterion** | **Weighting**  **under**  **90/10**  **system** |
| **Relevant Experience (value & number of successful completed projects in the past five years)** | **10** |
| **Capacity (plant & personnel)** | **15** |
| **Financial Viability (financial statements & bank rating)** | **10** |
| **Quality (reference/feedback from three references)** | **5** |
| **Methodology (clear understanding of the execution of the project with key milestones and the deliverables)** | **10** |
| **Completion Time (proposed program)** | **5** |
| **Total Points** | **55** |

**Bidders must achieve a minimum of 60% of functionality or 33 points in order to be considered for further evaluation in stage 2 (Evaluation on Price and BBBEE).**

**F3.11.2 Scoring Financial Offers**

**Stage 2: Evaluation on Price and Preference**

The value of this Bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

PLEASE SUBMIT YOUR LATEST FINANCIAL STATEMENTS AND BANK RATING. FAILURE TO SUBMIT THESE DOCUMENTS WILL RESULT IN A ZERO SCORE FOR FINANCIAL VIABILITY.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on EBD 4 attached)

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

**Price**

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

**F3.11.3 Scoring quality (functionality)**

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

**F3.12 Insurance provided by the Employer**

No insurance is provided by the employer.

**F3.13 Acceptance of tender offer**

**F3.13.1** Accept tender offer only if the tenderer satisfies the legal requirements stated in the Tender Data.

**F3.13.2** Notify the successful tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful tenderer as described in the form of offer and acceptance.

**F3.14 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.

**F3.15 Prepare contract documents**

If necessary, revised 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.

**F3.16 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.

**F3.17 Complete adjudicator's contract**

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

**F3.18 Provide copies of the contracts**

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

**T1.3 Tender Data**

The following information is based on the Standard Conditions of Tender and refers to the relevant clauses of the Standard Conditions of Tender.

The General Conditions of Contract applicable to this tender is the General Conditions of Contract for Construction Works (3rd Edition 2015) published by the South African Institution of Civil Engineering.

**T1.3.1 Standard Conditions of Tender**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. The Standard Conditions of Tender is included under Part T1.2 and make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.