



<b>GAUTENG</b> <b>Tel:</b> +27 11 317 0000 <b>Fax:</b> +27 11 317 0105 <b>Toll Free No:</b> 0800 200 824 <b>Fraud Hotline:</b> 0800 203 698	<b>PHYSICAL ADDRESS</b> 27 Leeuwkop Road, Sunninghill, Johannesburg 2191	<b>POSTAL ADDRESS</b> P. O. Box 461 Randburg, 2125 Docex 96 Randburg	
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**ASSURING QUALITY HOMES**

NATIONAL HOME BUILDERS' REGISTRATION COUNCIL (NHBRC) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES THE NOTION OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (Act No. 5 of 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

**REQUEST FOR PROPOSALS: APPOINTMENT OF ADDITIONAL CONTRACTORS TO AN EXISTING PANEL OF CONTRACTORS FOR UNDERPINNING AND PILING (NATIONAL) FOR A PERIOD OF FIVE (05) YEARS.**

**RFP NO.:** NHBRC 04/2022

**CLOSING DATE:** REFER TO RFP SUBMISSION INSTRUCTION  
**PAGE 5 AND 6**

**TIME:** 11:00

**VIRTUAL NON-COMPULSORY BRIEFING SESSION**

**DATE:** 17 MARCH 2023

**TIME:** 11:00

**LINK FOR VIRTUAL NON-COMPULSORY BRIEFING SESSION CAN BE ACCESSED ON THE NHBRC WEBSITE: [www.nhbrc.org.za/current-tenders](http://www.nhbrc.org.za/current-tenders)**

**NB: PLEASE INDICATE WHICH PROVINCE/S AND TICKTENDER NUMBER YOU ARE BIDDING FOR:**

**PROVINCE:**

**BIDDER:**

**TENDER NO:**

NHBRC 01/ 2022_KZN	
NHBRC 01/ 2022_LP	
NHBRC 01/ 2022_MP	
NHBRC 01/ 2022_NC	
NHBRC 01/ 2022_NW	
NHBRC 01/ 2022_WC	
NHBRC 01/ 2022_EC	
NHBRC 01/ 2022_FS	
NHBRC 01/ 2022_GP	

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## THE TENDER

### PART T1: TENDERING PROCEDURES

#### T1.1 TENDER NOTICE AND INVITATION TO TENDER

The National Home Builders Registration Council invites bidder for the request for proposals: appointment of a panel of contractors for underpinning and piling (national) for a period of five (5) years.

The following tenderers who are registered with the Construction Industry Development Board (CIDB), or are capable of being so registered by the tender closing are eligible to submit tenders:

- Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for development, extension, installation, renewal, renovation, alteration or dismantling of a permanent structure with the minimum contractor grading designation of 2 SJ or higher.
- Proposals from contractors registered as potentially emerging enterprises but with a CIDB contractor grading designation lower 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, as per amended notice no. 357 of 2019, will not be accepted.
- Only tenderers that meet all the eligibility criteria under clause C.2.1 of the Tender Data will be considered.

The Tenderer shall inspect and examine the Site and its surroundings and shall satisfy himself/herself before submitting his/her tender as to the form and nature of the Site, the quantities and nature of the work and materials necessary for the completion of the Works and the means of access of the Site, the accommodation he/she may require and in general shall him/her/herself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his/her tender. The tenderer must be represented at the site inspection by a person who is suitably qualified and experienced to comprehend the implications of the work involved. Attendance of the site inspection is compulsory and a tender will be disqualified if the site inspection is not attended by a representative of the tenderer.

**IMPORTANT NOTICE**

In accordance with the NHBRC Supply Chain Management Policy, the bid evaluation process shall be carried out in two (02) stages namely:

Stage 1: Compliance check of Mandatory Requirements;

Stage 2: Functional Evaluation Criteria

**RFP SUBMISSION INSTRUCTIONS**

All RFP documents must be sealed in a clearly marked envelope and deposited into the tender box at the following office:

CLOSING VENUE, DATE AND TIME	CLOSING VENUE, DATE AND TIME
<p><b>1. Gauteng, Sunninghill Office Closing date: 12 April 2023 at 11:00</b></p> <p>Business Address: 27 Leeuwkop Road Sunninghill, Johannesburg</p>	<p><b>6. Western Cape, Century City Office Closing date: 14 April 2023 at 11:00</b></p> <p>Business Address Centennial Place, East Block, Century City Century City Boulevard Milnerton 7441</p>
<p><b>2. KZN, Durban Office Closing date : 12 April 2023 at 11:00</b></p> <p>Business Address: Suite 502, 5<sup>th</sup> Floor, The Marine 22 Dorothy Nyembe Street, Durban, 4001</p>	<p><b>7. Eastern Cape, Port Elizabeth Office Closing date: 17 April 2023 at 11:00</b></p> <p>Business Address: 40 Pickering street Newton Park Port Elizabeth 6055</p>
<p><b>3. North West, Rustenburg Office Closing date: 12 April 2023 at 11:00</b></p> <p>Business Address: 67 Brink Street @Office Building, North Block Rustenburg 0299</p>	<p><b>8. Limpopo, Polokwane Office Closing date 14 April 2023 at 11:00</b></p> <p>Business Address 50 Schoeman street Standard Bank suite Building</p>

**4. Mpumalanga, Nelspruit Office Closing date: 13 April 2023 at 11:00**

Business Address 14 Henshall Street  
 Suite 201 Medcen Building  
 Nelspruit  
 1200

**9. Free State, Bloemfontein Office Closing date 13 April 2023 at 11:00**

Business Address: KPMG Building, 200 Nelson Mandela Drive, Bloemfontein

**5. Northern Cape, Kimberly Office Closing date 17 April 2023 at 11:00**

Business Address : 10 Olivier Street, Montreo Park, Block 2, Ground Floor (Right Wing)  
 Kimberly

**AVAILABILITY OF THE RFP DOCUMENT**

Bid documents can be downloaded on the NHBRC Website ([www.nhbrc.org.za/current-tenders](http://www.nhbrc.org.za/current-tenders)) from the **09 March 2023**.

There will be a virtual non- compulsory briefing session with representatives of the Employer held on the **17 March 2023 at 11h00**

Link for virtual non-compulsory briefing session can be accessed on the NHBRC website: [www.nhbrc.org.za/current-tenders](http://www.nhbrc.org.za/current-tenders)

**RFP CLOSING DATE AND TIME OF TENDER**

Bid documents should be marked for Attention: Supply Chain Manager, and deposited into the Bid boxes at the NHBRC Offices (**Refer to RFP submission instructions**) No emailed or faxed bids will be accepted. **The bid document should be supplied in a sealed envelope clearly marked (one (1) Original hard copy and one (1) Memory Stick / USB with scanned original documents) with the bid number and the full name of the service provider(s). Failure to comply will result in the bid being regarded as unacceptable.**

No late submissions will be accepted.

**VALIDITY PERIOD OF BIDS**

All bids submitted by the bidders are valid for a period of 90 days from the closing date specified above.

**ENQUIRIES SHOULD BE DIRECTED TO BOTH:**

The administrative enquiries may be directed to:

Department: Supply Chain Management

Contact Person: Ms.Paballo Relela, Mr.Bernard Kekana

E-mail address: Tenders@nhbrc.org.za

**SUBMISSIONS OF PROPOSALS**

Submission of bid in an envelope **MUST include one (1) Original hard copy and one (1) memory stick/USB with scanned original documents of the proposal marked (Original hard copy and memory stick/USB) and deposited into the tender box. NB:** The Original hard copy submission in the envelope **MUST** be the same as the electronic copy. **(Mandatory)**

All costs and expenses incurred by the Bidder relating to the participation in, and preparation of this proposal process shall be borne by the Bidder exclusively. All documentation and manuals submitted in respect of this RFP shall be retained by NHBRC, whether or not the proposal is accepted.

**Bidders should ensure that Tenders are delivered timeously to the correct NHBRC address. If the bid is late, it will not be accepted for consideration.**

All Tenders must be submitted on the official forms – (not to be re-typed)

**All bidders must sign a security tender register when submitting their tender documents**

Writing must be in block letters and black ink.

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, JBCC Minor Works agreement and any other special conditions of contract specified by NHBRC.

**TECHNICAL ENQUIRIES**

Should you require any further information in this regard, please do not hesitate to contact:

**Name: Tshepo Letsoalo**

**E-mail: Tenders@nhbrc.org.za**

Only bids complying with the following requirements will be considered:

- i) The tender is for contractors who shall have a CIDB contractor rating as outlined above
- ii) Tender Bid No: NHBRC 04/2022

**INVITATION TO BID**

**PART A  
 INVITATION TO BID**

**SBD 1**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *National Home Builders Registration Council(NHBRC)***

BID NUMBER:	<b>NHBRC : 04/2022</b>	CLOSING DATE:	Refer to RFP Submission Instruction Page 5&6	CLOSING TIME:	<b>11:00</b>
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**DESCRIPTION** **REQUEST FOR PROPOSALS: APPOINTMENT OF A PANEL OF CONTRACTORS FOR UNDERPINNING AND PILING (NATIONAL) FOR A PERIOD OF FIVE (05) YEARS.**

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.1) OR AGREEMENT OF FORM OF OFFER AND ACCEPTANCE.**

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT NHBRC BUSSINESS ADDRESS LISTED IN PAGE 5 & 6**

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	CSD No:	
CENTRAL SUPPLIER DATABASE REPORT OR MAAA NUMBER [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		COMPANY REGISTRATION DOCUMENTS		<input type="checkbox"/> Yes <input type="checkbox"/> No



**A MAXIMUM POINTS OF 20 MAY BE AWARDED TO A BIDDER FOR PREFERENCE POINTS SPECIFIED IN THE TENDER AND CSD REPORT WILL BE USED TO VERIFY THE OWNERSHIP AND CALCULATION OF POINTS.**

<b>1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
<b>2. TOTAL NUMBER OF ITEMS OFFERED</b>		<b>3. N/A</b>	<b>R</b>
<b>4. SIGNATURE OF BIDDER</b>	.....	<b>5. DATE</b>	
<b>6. CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>			

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT PUBLIC ENTITY	National Home Builders Registration Council	CONTACT PERSON	
CONTACT PERSON	Ms. Paballo Relela and Mr. Bernard Kekana	TELEPHONE NUMBER	
TELEPHONE NUMBER	011 317 0114/0144	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	
E-MAIL ADDRESS	<a href="mailto:tenders@nhbc.org.za">tenders@nhbc.org.za</a>		

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED **ON** THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY:(BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). A MAXIMUM POINTS OF 20 MAY BE AWARDED TO A BIDDER FOR PREFERENCE POINTS SPECIFIED IN THE TENDER AND CSD REPORT WILL BE USED TO VERIFY THE OWNERSHIP AND CALCULATION OF POINTS..
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. CSD REPORT FOR PREFERENCE POINTS AND COMPANY REGISTRATION DOCUMENTS MAY BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**



**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

T1.2 TENDER DATA

Clause number	Tender Data
	<p>The conditions of tender are the Standard Conditions of Tender (Annex C as published/ amended by CIDB in August 2020) contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 of 08 August 2019. (See <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</p> <p>The standard conditions of tender for procurements 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.</p> <p>Each item of tender data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.</p>
C.1.1	The employer is the <b>National Home Builders Registration Council</b>
C.1.2	<p>For this contract, the following documents will be adopted:</p> <p>The <b>single volume</b> procurement document issued by the employer comprises of the following:</p> <p><b>The Tender</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender  T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents  T2.2 - Returnable schedules</p> <p><b>The Contract</b></p> <p><b>Part C1 - Agreements and Contract data</b></p> <p>C1.1 – Form of offer and acceptance  C1.2 – Contract data  C1.3 – Construction guarantee</p> <p><b>Part C2 - Pricing Data</b></p> <p>C2.1 – Pricing Instructions  C2.2 – Bill of Quantities</p> <p><b>Part C3 - Scope of Works</b></p> <p>C3.1 – Description of the works  C3.2 – Construction  C3.3 - Annexures</p> <p><b>Part C4 - Site Information</b></p>
C.1.4	The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer:

	<p>Name: Ms Paballo Relela / Mr Bernard Kekana (SCM Representative)</p> <p>Address: <b>NHBRC Head Office Reception</b>  <b>27 Leeuwkop Road, Sunninghill, 2191</b></p> <p>E-mail: <a href="mailto:Tenders@nhbrc.org.za">Tenders@nhbrc.org.za</a></p>
C.1.5	<b>Cancellation and Re-Invitation of Tender</b>
C.1.5.1	<p>An employer may, prior to the award of the tender, cancel a tender if-</p> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;</p> <p>b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>c) no acceptable bids are received.</p> <p>d) there is a material irregularity in the tender process.</p>
C.1.5.2	The decision to cancel a tender invitation must be published in the same way the original tender invitation was advertised
C.1.5.3	An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
C.1.6	<b>Procurement procedures</b>
C.1.6.1	Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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 tender.
C.1.6.2	<b>Competitive negotiation procedure</b>
C.1.6.2.1	Where the tender data requires that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
C.1.6.2.2	<p>All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tender 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.</p>
C.1.6.2.3	At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their 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.

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

**C.2 Tenderer's obligations**

C.2.1 **Eligibility**

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

a) CIDB registration

Registered with the CIDB, at close of tender, 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, as per amended notice no. 357 of 2019, for a SJ class of construction work. Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Tender received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. **Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.**

Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower 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, as per amended notice no. 357 of 2019, are not eligible to have their tender evaluated.

For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.

Category of tender	Upper limits per CIDB Regulation 17	Employer's allowable margins
SJ 1	R0.5 m	The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted
SJ 2	R1.0 m	
SJ 3	R3.0 m	
SJ 4	R6.0 m	
SJ 5	R10.0 m	
SJ 6	R20.0 m	
SJ 7	R60.0 m	
SJ 8	R200.0 m	

	<p>Joint Ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and - 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 SJ class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019.</p>
C.2.1.1	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit tender:</p> <ul style="list-style-type: none"> <li>(a) Availability of resources</li> <li>(b) Availability of skills to manage and perform the contract – including staff which satisfies EPWP requirements (see further requirements under C.3.1.4)</li> <li>(c) Previous experience on contracts of a similar value and nature</li> <li>(d) A letter on the companies' letterhead stating that the contractor has sufficient capacity to execute the project</li> </ul>
C.2.2	<p><b>Cost of Tendering</b></p>
C.2.2.1	<p>The Employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the Employer</p>
C.2.2.2	<p>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.</p>
C.2.3	<p><b>Check documents</b></p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p><b>Confidentiality and copyright of documents</b></p> <p>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.</p>
C.2.6	<p><b>Acknowledge addenda</b></p> <p>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.</p>
C.2.7	<p><b>Clarification meeting</b></p> <p>Virtual non-compulsory clarification meeting with representatives of the Employer.</p> <p><b>Link for virtual non-compulsory briefing session can be accessed at the NHBRC website (<a href="http://www.nhbrc.org.za/current-tenders">www.nhbrc.org.za/current-tenders</a>)</b></p>
C.2.8	<p><b>Seek clarification</b></p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (05) working days before the closing time stated in the tender data.</p>

C.2.9	<p><b>Insurance</b></p> <p>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.</p>
C.2.10	<p><b>Pricing the tender offer</b></p>
C.2.10.3	<p>This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.</p>
C.2.11	<p><b>Alterations to documents</b></p> <p>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.</p>
C.2.12	<p><b>Alternative tender offers</b></p> <p>No alternative tender offers will be considered</p>
C.2.13	<p><b>Submitting a tender offer</b></p>
C.2.13.1	<p>Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p>
C.2.13.2	<p>Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p>
C.2.13.3	<p>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.</p>
C.2.13.4	<p>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.</p>
C.2.13.5	<p>Seal the original copy of the tender offer as separate packages marking the packages as "<b>ORIGINAL</b>" and <b>one (1) MEMORY STICK/USB with scanned original</b> documents). The 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.</p>
C.2.13.6	<p>Bid documents should be marked for Attention: Supply Chain Manager, and deposited into the <b>Bid boxes at the National Offices listed in page 5 &amp; 6</b> .No emailed or faxed bids will be accepted. The bid document should be supplied in a sealed envelope clearly marked one (1) Original hard copy and one (1) Memory Stick/USB with scanned original documents) with the bid number and the full name of the service provider(s).</p>



	<p><b>Title to appear on the envelope</b></p> <p>TENDER NO.: ..... (<b>TECHNICAL PROPOSALS</b>)</p> <p><b>THE APPOINTMENT REQUEST FOR PROPOSALS: APPOINTMENT OF A PANEL OF CONTRACTORS FOR UNDERPINNING AND PILING (NATIONAL) FOR A PERIOD OF FIVE (5) YEARSON BEHALF OF THE NATIONAL HOME BUILDERS REGISTRATION COUNCIL</b></p> <p>This envelope must contain the Returnables, SCM Documentation and Relevant Annexures. This envelope must contain <b>printed copies</b> of all the pages in this document, duly completed and signed including <b>the pricing schedules (bill of quantities)</b></p> <p>For identification purposes, bidders are requested to ensure that the envelopes containing the company's Tender are clearly marked and are easily identifiable by the company's logo or name.</p>
C.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.
C.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.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer.
C.2.14	<p><b>Information and data to be completed in all respects</b></p> <p>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.</p>
C.2.15	<p><b>Closing time</b></p> <p>The closing time for submission of tender is 11:00am</p> <p>The <b>National Home Builders Registration Council</b> is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.</p>
C.2.16	The tender offer validity period is 90 days from the closing date.
C.2.17	<p><b>Clarification of tender offer after submission</b></p> <p>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.</p>
C.2.18.2	The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19	<p><b>Inspections, tests and analysis</b></p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.</p>

<p>C.2.20</p>	<p><b>Submit securities, bonds and policies</b></p> <p>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.</p>
	<p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.</p>
<p>C.2.23</p>	<p>The Tenderer is required to submit with his/her tender all documents and schedules listed under T2.1 and T2.2.</p>
<p><b>Add</b> the following new clause C2.24</p>	<p>Canvassing and obtaining of additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
<p><b>Add</b> the following new clause C2.25</p>	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> <li>a) who is in the service of the state; or</li> <li>b) 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</li> <li>c) a person who is an advisor or consultant contracted with the Department.</li> </ol> <p><b>In the service of the state</b> means to be -</p> <ol style="list-style-type: none"> <li>a) a member of:-             <ul style="list-style-type: none"> <li>• any municipal council;</li> <li>• any provincial legislature; or</li> <li>• the National Assembly or the National Council of Provinces;</li> </ul> </li> <li>b) a member of the board of directors of any municipal entity;</li> <li>c) an official of any municipality or municipal entity;</li> <li>d) an employee of any national or provincial department;</li> <li>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>f) a member of the accounting authority of any national or provincial public entity; or</li> <li>g) An employee of Parliament or a provincial legislature.</li> </ol> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>

<p><b>C.3</b></p>	<p><b>The employer's undertakings</b></p>
<p>C.3.1</p>	<p><b>Respond to requests from the tenderer</b></p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p>
<p>C.3.2</p>	<p><b>Issue Addenda</b></p> <p>Addenda will be issued until five (5) working days before the tender closing time.</p>
<p>C.3.5</p>	<p>The time for the closing of TENDER :</p> <p>Refer to <b>RFP submission instructions page 5&amp;6</b></p>
<p>C.3.9</p>	<p><b>Arithmetical errors, omissions and discrepancies</b></p>
<p>C.3.9.1</p>	<p>Check the highest ranked tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in:           <ul style="list-style-type: none"> <li>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.</li> </ul> </li> </ul>
<p>C.3.9.2</p>	<p>The arithmetical errors shall be corrected in the following manner:</p> <ul style="list-style-type: none"> <li>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</li> <li>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.</li> <li>c) Where there is an error in the total of the prices either as a result of other           <ul style="list-style-type: none"> <li>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.</li> </ul> </li> </ul> <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.</p>
<p>C.3.11</p>	<p><b>Functionality, Price and Preference Points</b></p> <p>The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of tenders will be undertaken in two (02) stages.</p>

**Stage 1: Compliance check of Mandatory Requirements) on Supply Chain Management returnable requirements**

During this phase bid documents will be reviewed to determine the compliance with Standard Bidding Documents (SBD), SCM returnable, tax matters and contractor had registered on Central Data Base (CSD). All returnable documents must be submitted with the bid documents at the closing date and time of the bid. Tenders which do not satisfy the compliance criteria will be disqualified and will not be evaluated further on Functional Evaluation Criteria.

The bid proposal will be screened for compliance with administrative requirements as indicated below and bidders must circle the correct answer

Item No.	Administrative Requirements	Check/Compliance	Non-submission shall result in qualifications
1	Standard Bid Document	provided and bound	*YES
2	Electronic copy (USB/DISK)	Provided and similar to Master Bid Document	*YES
Included in the Bid Document			
3	SCM - SBD 1 - Invitation to Bid <b>Must</b> be completed and signed, <b>failure to complete and sign will result in the bidder being disqualified. (Mandatory)</b>	Completed and signed	*YES
4	CSD Report	Bidder should submit CSD (Central Supplier Database) Report/ MAAA Number	*YES
5	SCM - SBD 4 - Bidders Disclosure Form, <b>Must</b> be completed and signed), <b>failure to complete and sign the document will result in the bidder being disqualified. (Mandatory)</b>	Completed and signed	*YES
6	SCM - SBD 6.1 - Preference claim form should be completed and signed, regardless if points are claimed or not.	Completed and signed	*YES

\*YES – NHBRC reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and will not be further evaluated for Functional Evaluation Criteria (Stage 2)

NHBRC reserves the right to request such information during the evaluation process of the proposal and such information must be presented within short notice.

**Stage 1: Mandatory Requirements**

The following mandatory requirements will apply and all tenders that do not meet mandatory requirements will be disqualified and will not be evaluated further on functionality criteria.

Criteria	Yes/No
Main contractor must have a CIDB contractor grading designation of 2 SJ or higher.	
A contractor may attend a (non-compulsory briefing) clarification/briefing meeting on the date and time published on the advert	

**Stage 2: Functional Evaluation**

The Functional Evaluation will be carried out to assess the Bidder’s suitability to undertake the project, the Bidder’s Technical Expertise (Qualification Certificates to be provided), References of underpinning and piling projects (building construction), Related Experience (provide CVs of all the personnel linked to the project)

**The minimum threshold for functionality is 60 points or greater out of 100 points. Bidders who fail to meet the minimum threshold will be disqualified and will not be considered for inclusion in the panel.**

NHBRC shall not be held responsible for incorrect judgement misled by unclear written letters/words on the forms below, to be completed by the Bidder(s). **DO NOT COMPLETE THE FORMS BY WRITING “SEE ATTACHED”**, Bidder(s) who refer to attachment **WILL BE SCORED ZERO**. Attachment shall strictly be made where specified and at the correct location, any attachment other than what has been requested by NHBRC, shall be completely ignored, and scored zero, where points allocation is required.

When completing Forms, Bidder(s) may make copies of the original Forms, should the provided forms be inadequate for their completion of the information required. Forms must be hand completed in black ink, no computer regenerated forms will be accepted. Forms must be completed in full, forms not completed in full shall be rejected by scoring zero.

**Functional Evaluation Criterion Summary**

The maximum points allocation per criterion is summarised in the following table:-

CRITERION	POINTS
Technical Expertise (Qualification Certificates to be provided)	30
References of underpinning and piling projects(building construction). Letters of commendation to include detailed description of work, value, type of project and duration. The reference letters must be in the last five (05) years	20

Related Experience (provide CVs of all the personnel linked to the project)	50
<b>TOTAL POINTS</b>	<b>100</b>
<b>MINIMUM THRESHOLD</b>	<b>60</b>

Bidders are requested to provide evidence of complying with these Functional Criteria by as well as supplying completion certificates for completed projects as proof. Failure to supply completion certificates as required will mean that the project will not be contributing towards experience of the company and bidders will lose points on this criterion, under completed projects.

**EVALUATION MATRIX**

Bidder's **Technical Expertise, Client References and Experience** will be evaluated as per the matrix below.

The Bidders information will be scored according to the following points systems:

The following values and formulae will be applicable when evaluating the bid

**5=Excellent 4=Very good 3= Good 2= Average 1= Poor 0= Non-compliance**

Member score for criteria

X Weight per criteria = Total Score per criteria

Highest points for criteria

CRITERIA	SUB-CRITERIA/CLAUSE			MAX SCORE	EVIDENCE
1. Technical Expertise (Qualification Certificates to be provided)	This sub criterion covers the experience of the Technical expertise (Qualification Certificates to be provided) shall be relevant to the scope of work	Points allocation		30	(Qualification Certificates to be provided)
	1.1 No Professional Engineer/Technologist	0 Points	15		
	1.2 Professional Engineer/Technologist	5 Points			
	1.3 No Engineer/Technologist	0 Points	10		
	1.4 Engineer/Technologist	5 Points			
	1.5 No Technician	0 Points	5		
	1.6 Technician	5 Points			
	This sub criterion covers the Client References	Indicator		20	Letters of commendation

<b>2. Client References. References of underpinning and pilling projects (building construction).</b>	2.1 No reference letters	0 Points		50	to include detailed description of work, value, type of project and duration. The reference letters <b>MUST</b> be in the last five (05) years  <b>Note: The NHBRC reserves the right to verify the validity of the document submitted</b>
	2.2 One Reference letter	1 Points			
	2.3 Two Reference letters	2 Points			
	3.4 Three Reference letters	3 Points			
	4.4 Four Reference letters	4 Points			
	5.5 Five or more Reference letters	5 Points			
<b>3. Related Experience</b>	<b>This sub criterion covers a Related Experience</b>	<b>Indicator</b>		<b>50</b>	Provide CVs of all the personnel linked to the project
	3.1 Foreman (No CV, No experience in construction)	0 Points			
	3.2 Foreman (CV, with 1 to 2 years' experience in construction)	1 Points			
	3.3 Foreman (CV, with 3 to 4 years' experience in construction)	2 Points			
	3.4 Foreman (CV, with 5 to 6 years' experience in construction)	3 Points			
	3.5 Foreman (CV, with 7 to 8 years' experience in construction)	4 Points			
	3.6 Foreman (CV, with 9 and more years' experience in construction)	5 Points			
	<b>TOTAL</b>			<b>100</b>	
	<b>MINIMUM THRESHOLD</b>			<b>60</b>	
<b>The minimum threshold for functionality is 60 points out of 100 points. Bidders who fail to meet this minimum threshold will be disqualified. Bidder is considered to have passed Stage 2 (Functional Requirements) if the points achieved are equal to, or greater than 60 points and will thereafter be enlisted on a panel on a rotational basis.</b>					

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining the preference points in accordance with the table below:

A maximum of 20 points may be awarded to a bidder for Preference Points specified in the tender.

Preference Points	Points Allocated
Women	12
Youth	6
Disabilities	2
<b>TOTAL</b>	<b>20 Points</b>

The following formula must be applied to calculate the number of points for preference points

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

Where

NEP = Points awarded for equity ownership Preference Points

NOP= The maximum number of points awarded for Preference Points

EP = The percentage of equity ownership

C.3.13.1

Tender offers will only be accepted on condition that:

- a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- b) the bidder or any of its directors is not listed in 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;
- c) the bidder has not:
  - i. abused the Employer's Supply Chain Management System; or
  - ii. failed to perform on any previous contract and has been given a written notice to this effect.
- d) Has completed the Compulsory Enterprise Questionnaire, SBD 1, 4, 6.1, 7.1, 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

Has submitted the documentation listed in T2.21 and T2.22

C.3.18

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



**PART T2: RETURNABLE DOCUMENTS AND SCHEDULE**

**T2.1 LIST OF RETURNABLE DOCUMENTS**

The following documents must be returned by the Bidder for evaluation purposes in addition to the Schedule listed in previous paragraphs. **Failure to supply mandatory documents listed below will result in disqualification.**

THE FOLLOWING DOCUMENTS MUST BE FURNISHED BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS / MANDATORY SUBMISSIONS		YES	NO
1.	Submission of bid in an envelope <b>MUST</b> include one (1) Original hard copy and one (1) memory stick/USB with scanned original documents of the proposal marked (Original hard copy and memory stick/USB) and deposited into the tender box. <b>NB:</b> The Original hard copy submission in the envelope <b>MUST</b> be the same as the electronic copy. <b>(Mandatory)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	SBD1 Invitation to bid, <b>MUST</b> be completed and signed, <b>failure to complete and sign will result in the bidder being disqualified. (Mandatory)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	SBD 4 (Bidders Disclosure Form, <b>Must</b> be completed and signed), <b>failure to complete and sign the document will result in the bidder being disqualified. (Mandatory)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	SBD 6.1 Preference claim form should be completed and signed, regardless if points are claimed or not.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.	SBD 7.1 Contract Form, <b>Must</b> be completed and signed <b>failure to complete and sign will result in the bidder being disqualified. (Mandatory)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.	Letter of good standing with workman compensation (COIDA) <b>(Mandatory)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.	Bidders <b>Must</b> have a valid registration CIDB, contractor grading of <b>2 SJ or higher</b> , online verification of the grading status will be conducted. <b>(Mandatory)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.	Bidder should submit CSD (Central Supplier Database) Report/ MAAA Number	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**T2.2 RETURNABLE SCHEDULES**

Insert all the Forms required and re-number them

**FORM A: ATTENDANCE REGISTER OF THE COMPULSORY CLARIFICATION MEETING**

**ATTACH THE ATTENDANCE REGISTER OF THE COMPULSORY CLARIFICATION MEETING. (Not Applicable)**



**FORM B: VENDOR NUMBER REGISTRATION WITH CENTRAL SUPPLIER DATABASE**

- 1. Bidders must submit Vendor Number Registration with Central Supplier Database

**ENTITY NAME** .....

**VENDOR NUMBER  
REGISTRATION** .....

**NAME** .....

**SIGNATURE OF  
BIDDER** .....

**DATE** .....

**CAPACITY UNDER WHICH  
BID IS SIGNED** .....

**FORM C: TAX COMPLIANCE**

**CONDITIONS PERTAINING TO TAX**

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. Any person who requires his or her tax compliance status to be disclosed to a Government institution or department, for purposes of submitting a bid or to confirm its good standing after the phasing out of paper based TCCs must request a unique security personal identification number (PIN) from SARS.
2. Very important to note is that the disclosure of a bidder's tax compliance status is an express condition for all acceptable Government tenders. Failure to make the relevant disclosures will invalidate your bid and your response will be null and void.
3. The Government institution or department must use the PIN referred to above to verify a person's tax compliance status with SARS.
4. Bidders to complete the table below and provide a unique security personal identification number (PIN) from SARS which will enable the NHBRC to access online real-time verification of a person's tax compliance status with the electronic Tax Compliance Status (TCS) system. Failure to submit the PIN may result in the bid being disqualified.

Full name of bidder:	Electronic Tax Compliance Status System PIN No:

NAME: .....

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH BID IS SIGNED .....

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE (N/A)

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

## 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

### 3.2.1. POINTS AWARDED FOR PRICE (N/A)

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

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. 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:
- 4.2. 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.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*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 allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)


**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.



**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:**.....

**DATE:**.....

**ADDRESS:**.....

.....

.....

.....

**1.10 DEFINITIONS**

- (a) “Constitution Historically Disadvantaged Individual” (HDI) is defined as a South African citizen – 1) who, due to the apartheid policy that was in place, had no voting rights in the national elections prior to the introduction of the of the Republic of South Africa, 1983 (Act No. 100 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (“the interim Constitution”), and/or 2) who is a woman, and/or 3) who has a disability With the understanding that any person who received South African citizenship on or before the introduction of the interim Constitution, will not be deemed to be HDI. •
- (b) “A woman” refers to a female person who is a South African citizen. • “Disability” refers to a person with a permanent physical disability, mental disability, awareness disability, which leads to confinement or disability, or the inability to perform bodily functions in the manner or within the capacity of a normal person. •
- (c) “HDI equity ownership” refers to the percentage of a partnership or business that is owned by individuals, or in the case of a company, the percentage of shares which is owned by individuals who are actively involved in the management decisions and day to day operational activities of the company or business and who exercises control in the business in relation to their ownership at the close of tender. Where individuals are not actively involved in the management and day to day operational activities of the business and who does not exercise control in relation to the percentage of their ownership, Equity ownership points cannot be awarded.
- (d) “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (e) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents. (g) “**prices**” includes all applicable taxes less all unconditional discounts; (h) “ **proof of specific goals**” means:
  - 1) CSD in accordance to National Treasury
  - 2) Black people who are youth as defined in the National Youth Commission Act of 1996
  - 3) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act:
- (i) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**1.11 POINTS AWARDED FOR SPECIFIC GOAL SPECIFIED IN THE TENDER**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the specific goal specified in the tender in accordance with the table below:

A maximum of 20 points may be awarded to a bidder for Preference Points specified in the tender.

Preference Points	Points Allocated
Women	12
Youth	6
Disabilities	2
<b>TOTAL</b>	<b>20 Points</b>

The following formula must be applied to calculate the number of points for preference points

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

Where

NEP = Points awarded for equity ownership Preference Points

NOP= The maximum number of points awarded for Preference Points

EP = The percentage of equity ownership

*The points scored for price will be added to the points scored for preference points to obtain the Bidders total points scored out of 100 points*

**FORM E: REGISTRATION WITH CIDB**

1. Bidders **Must** have a valid registration CIDB, contractor grading of **2 SJ or higher**, online verification of the grading status will be conducted
2. In the case of a joint venture/consortium (excluding consulting engineering partners) parties must **Must** have a valid registration CIDB, contractor grading of **2 SJ or higher**, online verification of the grading status will be conducted

Firm	CRS Number	CIDB Grading	Lead Partner (Indicate with X)

<b>Combined CIDB Grading for Joint Venture / Consortium:</b>		

(Calculator is available at <https://registers.cidb.org.za/common/jvcalc.asp> )

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the bid:

Full name (in BLOCK letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM F: BIDDER'S DISCLOSURE (SBD4)**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:  
 .....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  
**YES/NO**

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3.1 If so, furnish particulars:  
 .....  
 .....

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to quotations and contracts, quotations that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bidder

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



**FORM H: OHS ACT DECLARATION AND SUBMISSION**

The Bidder declares him/herself/herself to be conversant with the following:

1. All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of the Act:
  - i) Section 8: General duties of Employers to their employees
  - ii) Section 9: General duties of Employers and self-employed persons to persons other than employees.
  - iii) Section 13: Duty to Inform
  - iv) Section 37: Acts or omissions by employees or mandatories
  - v) Sub-section 37(2) relating to the purpose and meaning of this Agreement
3. Construction Regulations, 2014 (Government Notice R.84) pertaining to the Contractor and to all his Subcontractors, or any amendments thereto.
4. Bid document Volume 5: Johannesburg Roads Agency's Specification for Occupational Health and Safety, including all the Annexures.
5. Bid document Volume 3: Project Specification PD: Supplement to Volume 5: Specification for Occupational Health and Safety.
6. Bid document Volume 3: C1.7 Agreement in terms of Occupational Health and Safety Act.

The Bidder declares that he has or will obtain the necessary knowledge, competence and resources to comply fully with all OHS requirements should he be awarded the contract.

The Bidder confirms that he has included with his bid a written proposal describing how he will comply with OHS requirements

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Capacity \_\_\_\_\_

Bidder \_\_\_\_\_



**FORM I: COIDA CERTIFICATE ISSUED BY DEPARTMENT OF LABOUR**

The Bidder must submit ***COIDA CERTIFICATE FROM DEPARTMENT OF LABOUR.***

**The Bidder hereby certifies that the COID CERTIFICATE as required by the Bid, has been submitted and is attached after this page**

Signature	_____	Date	_____
Name	_____	Capacity	_____
Bidder	_____		

***ATTACH AFTER THIS PAGE***

**FORM J: SCHEDULE OF BIDDER'S EXPERIENCE IN UNDERPINNING AND PILING**

NHBRC shall not be held responsible for incorrect judgement misled by unclear written letters/words on the forms below, to be completed by the Bidder(s). **DO NOT COMPLETE THE FORMS BY WRITING "SEE ATTACHED"**, Bidder(s) who refer to attachment will be scored zero. Attachment shall strictly be made where specified and at the correct location, any attachment other than what has been requested by NHBRC, shall be completely ignored, and scored zero, where points allocation is required.

When completing Forms, Bidder(s) may make copies of the original Forms, should the provided forms be inadequate for their completion of the information required. Forms must be hand completed in black ink, no computer regenerated forms will be accepted. Forms must be completed in full, forms not completed in full shall be rejected by scoring zero.

- i) Main contractor must have a CIDB contractor grading designation of 2 SJ or higher.



**FORM K: COMPLETED PROJECTS (to be completed for each individual project)**

<b>Name of Bidder</b>	
<b>PROJECT No. 1</b>	
Project Name	
Nature of Project	
Client (Responsible for supervision)	
Client Contact person	
Clients Contact Person ( <b>name, tel/Cell no and fax no</b> )	
Clients Contact Person (email address)	
Consulting Engineer ( <b>name, tel no and fax no</b> )	
Appointment Value	
Project Location (Province)	
Project Duration(months)	
Project Commencement Date (months/year)	
Is the Project Completed (Yes/No)	
Completion certificate attached (Yes or No)	
Estimated Completion Date (If not yet Completed)	
Completion Date (If Completed) (months/year)	
Main Contractor (Yes/No)	

**L: EXPERIENCE OF NOMINATED PERSONNEL**

Bidders must have in their full time employment an experienced Site foreman who has previously worked in construction projects. The information will be verified with the references provided. The bidder must have in its employment a:-

- i) Foreman with 9 and more experience in site management of construction projects, in order to score maximum points.

**NB:**

One individual may not be nominated for more than one role or position for this bid. If an individual is nominated for more than one role then the points will only be allocated for one of the roles and the bidder will score zero on any other role.

It is **mandatory** to complete all fields in Form L for each project listed as this information will be deemed to be material to the award of the Contract. Failure to complete all fields for the project listed may lead to the bidder losing points during functional evaluation under the categories "Site Agent or OHS Officer or Agent". Should the bidder choose to present the required information in the attachments, then the bidder must **COMPLETE FORM (L) FIRST and then** make a clear reference to such attachments so that they may be considered; and such attachments must provide the same information requested for in Form L.

**TYPICAL FORMS TO BE COMPLETED BY THE BIDDERS**

- **Form L (i) Site Supervisor**

**FORM L (i) Site Supervisor**

Post	Name	OHS Certificate	Experience in years
Site Supervisor			

Bidders are required to submit as attachments after this page, the certified copies of OHS certificate of the Site Supervisor

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Capacity \_\_\_\_\_

Bidder \_\_\_\_\_

The Bidder must note that repeating the same year under different project will still be considered as one year's experience.

<b>(a) SITE FOREMAN</b>		
Name and Surname		
Experience in years' experience as Foreman		
<b>EXPERIENCE AS FOREMAN IN SITE MANAGEMENT IN CONSTRUCTION</b>		
<b>YEAR of Experience as Site Foreman</b>	<b>Year 1 (.....) (e.g.2019 etc)</b>	<b>Year 2 (.....) (e.g.2018).</b>
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person ( <b>name, tel/Cell no and fax no</b> )		
Clients Contact Person (email address)		
Consulting Engineer ( <b>name, tel no and fax no</b> )		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
<b>Roles/Responsibilities</b> performed by the Bidder on the project:		

<b>(b) SITE FOREMAN</b>		
Name and Surname		
Experience in years' experience as Foreman		
<b>EXPERIENCE AS FOREMAN SITE MANAGEMENT IN CONSTRUCTION.</b>		
<b>Year of Experience as Site Agent</b>	<b>Year 3 (.....) (e.g.2017 etc)</b>	<b>Year 4 (.....) (e.g.2016).</b>
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person ( <b>name, tel/Cell no and fax no</b> )		
Clients Contact Person (email address)		
Consulting Engineer ( <b>name, tel no and fax no</b> )		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
<b>Roles/Responsibilities</b> performed by the Bidder on the project:		

(c) SITE FOREMAN		
Name and Surname		
Experience in years' experience as Foreman		
EXPERIENCE AS FOREMAN SITE MANAGEMENT CONSTRUCTION PROJECTS		
Year of Experience as Site Supervisor	Year 5 (.....) (e.g.2015 etc)	Year 6 (.....) (e.g.2014).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person ( <b>name, tel/Cell no and fax no</b> )		
Clients Contact Person (email address)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
<b>Roles/Responsibilities</b> performed by the Bidder on the project:		

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Bidder \_\_\_\_\_



PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: THE CONTRACTORS FOR UNDERPINNING AND PILING NATIONAL FOR A PERIOD OF FIVE (05) YEARS.

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand. ....

..... (in words);

R ..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) .....

Capacity .....

for the tenderer

(Name and .....

address of organization/) .....

.....

Name and signature of witness ..... Date .....



**Acceptance**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) .....

Name(s) .....

Capacity .....

**for the  
Employer**

Name and .....

signature

of witness .....

Date .....





**FOR THE TENDERER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of organisation]*

Name and signature of witness \_\_\_\_\_ Date \_\_\_\_\_

**FOR THE EMPLOYER:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
*[Name and address of organisation]*

Name and signature of witness \_\_\_\_\_ Date \_\_\_\_\_

**ONLY TO BE COMPLETED  
AT ACCEPTANCE STAGE**



**CONFIRMATION OF RECEIPT**

The Tenderer (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The ..... [day]

of ..... [month]

20 ..... [year]

at ..... [place]

For the Contractor:

.....  
Signature

.....  
Name

.....  
Capacity

Signature and name of witness:

.....  
Signature

.....  
Name

**ONLY TO BE COMPLETED  
AT ACCEPTANCE STAGE**

## C1.2 CONTRACT DATA

<b>PROJECT TITLE:</b>	<b>APPOINTMENT OF ADDITIONAL CONTRACTORS TO AN EXISTING PANEL OF CONTRACTORS FOR UNDERPINNING AND PILING (NATIONAL) FOR A PERIOD OF FIVE (05) YEARS.</b>
<b>CONTRACT NO:</b>	<b>NHBRC 04/ 2022</b>

### C.1.2 Contract Data

The National Treasury Government Procurement General Conditions of Contract will be applicable to all

The Conditions and Special Conditions of Contract for construction work are clauses 1 to 20 of the JBCC Series 2000 Minor Works Agreement (Edition 5.2 of May 2018) published by the Joint Building Contracts Committee with additions, deletions and alterations (SCC) as indicated in the Contract Data. Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Minor Works Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities, and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Minor Works Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Minor Works Agreement to which it mainly applies.

#### Part 1: Data provided by the Employer

<b>Clause</b>	<b>Data</b>
1.1.	<p><b>Clause 1.1. Definitions and interpretations</b></p> <p>Replace the following definitions in <b>DEFINITIONS AND INTERPRETATIONS</b> with the following wording: <b>AGREEMENT</b> means the completed Form of Offer and Acceptance, the completed JBCC® Minor "Works Agreement and JBCC® contract data for organs of state and other public sector bodies," the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representatives of the parties <b>BILLS OF QUANTITIES</b> means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.</p>

	<p><b>CONSTRUCTION PERIOD</b> means the period commencing on the date of possession of the site by the contractor and ending on the date of practical completion</p> <p><b>CONTRACT DOCUMENTS</b> means the Agreement and all documents referenced therein.</p> <p><b>CONTRACT DRAWINGS</b> means the drawings listed in the Scope of Work.</p> <p><b>CONTRACT SUM</b> means the total of prices in the Form of Offer and Acceptance.</p> <p><b>SCHEDULE</b> means the variables listed in the Contract Data.</p> <p><b>CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES:</b> The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information.</p> <p><b>EMPLOYER</b> The name of the Employer is <b>National Home Builders Registration Council</b>, represented by Mr. Songezo Boo and/or such persons or person duly authorised to be the Employer in writing.</p> <p><b>INTEREST</b> means interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State</p> <p><b>PRINCIPAL AGENT</b> means the NHBRC Project Leader</p>
2.0	<p>Amend 2.5 <b>Payment guarantee</b></p> <p>The <b>employer</b> shall issue a Purchase Order to the contractor</p>
3.0	<p><b>Clause 3.0 Risk and Insurance</b></p> <p>Add the following as 3.6.1</p> <p><b>Damage to the works</b></p> <p>The contractor shall, from the date of possession of the site until the date of the <b>certificate of practical completion</b>, bear the full risk of and hereby indemnifies and holds harmless the <b>employer</b> against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection of the <b>works</b> as he may deem necessary.</p>

	<p>When so instructed to do so by the <b>principal agent</b>, the <b>contractor</b> shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b>, at the <b>contractor's</b> own costs</p> <p><b>Injury to persons or loss of or damage to property.</b></p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies and holds harmless the <b>employer</b> against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the <b>site</b>, whether belonging to or under the control of the <b>employer</b> or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract</p>
	<p>It is the responsibility of the <b>contractor</b> to ensure that he has adequate insurance to cover his risk and liability as mentioned in 3.1. Without limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall, within twenty-one (21) <b>calendar days</b> of the date of possession of the site, but before commencement of the <b>works</b>, submit to the <b>employer</b> proof of such insurance policy, if requested to do so</p>
	<p>The <b>employer</b> shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the <b>contractor's</b> default of his obligations as set out in 3.1</p> <p>3.1 Such losses or damages may be recovered from the <b>contractor</b> or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the <b>contractor</b> and for this purpose all these contracts shall be considered one indivisible whole</p>
5.0	<p>Amend 5.1.1 to read as follows:</p> <p>The <b>employer</b> shall issue the <b>contractor</b> with a Purchase Order before commencement of the <b>works</b></p>
13.0	<p><b>Clause 13.9: Retention Money</b></p> <p>N/A</p>

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

The contractor is advised to read the *general conditions of contract for construction works, third edition, 2015* published by the South African institution of civil engineering, private bag x200, halfway house, 1685, in order to understand the implications of this data which is required to be completed. Copies of these conditions of contract may be obtained from [www.saice.org.za](http://www.saice.org.za).

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

Clause	Data						
1.1.1.9	The name of the Contractor is: .....						
1.2.1.2	The address of the Contractor is: Address (physical): ..... ..... Address (postal): ..... ..... Telephone: ..... Facsimile: ..... e-mail: .....						
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 70%;">Type of Security</th> <th style="width: 30%;">Contractor's choice Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.</td> <td>N/A</td> </tr> <tr> <td>Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.</td> <td>N/A</td> </tr> </tbody> </table>	Type of Security	Contractor's choice Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.	N/A	Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.	N/A
Type of Security	Contractor's choice Indicate "Yes" or "No"						
Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.	N/A						
Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.	N/A						
6.5.1.2.3	The percentage allowance to cover overhead charges is .....%.						

**C1.3 CONSTRUCTION GUARANTEE**

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address:

"Employer" means: .....

"Contractor" means: .....

"Engineer" means: .....

"Works" means:

"



Site" means: .....

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R .....

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R .....

Amount in words:

"Expire Date" means:

### CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

### PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledge that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.



- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date .....



Guarantor's signatory: (1) .....

Capacity .....

Guarantor's signatory: (2) .....

## **PART C2: PRICING DATA AND BILL OF QUANTITIES**

C2.1 Pricing Instructions

C2.2 Bill Of Quantities (A copy of the bill of quantities (BOQ) is attached herein marked Annexure A)

## **C2.1 PRICING INSTRUCTIONS**

1. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable") The adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by insertion of "F", "V", "T" as the case may be against the price in the "rate" column immediately preceding the "amount" column, where "F" denotes a fixed amount (amount not varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount variable in proportion to time.

### **2. MASSES AND MEASURING UNITS**

"These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto.

The pages of each of these documents are numbered consecutively and before the Bidder submits his bid he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the documents contain any obvious error, he should apply to NHBRC SCM Representative AT ONCE and have same rectified as no liability whatsoever will be admitted by the Administration in respect of errors in Tender due to the foregoing."

### **3. PRICES FOR VARIATIONS N/A**

### **4. SCALE**

The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.

### **5. PROVISIONAL ITEMS**

### **6. TIMELY ORDERING OF MATERIALS**

"The Contractor is warned to place all orders for materials or special articles as early as possible, as he will be held solely responsible for any delay in the delivery of such goods.

Nevertheless this tender is conditional upon no liability being attached to the Contractor if delivery of materials is rendered impossible by reason of any act of the Government."

### **7. STANDARD SYSTEM OF MEASUREMENT WHERE BILLS OF QUANTITIES FORM PART OF THE BID DOCUMENTS**

The work executed under this Contract has been measured in accordance with the;

#### **Standard System of Measuring Builders Work (6th Edition)**

including all amendments unless descriptions of items indicate a deviation and it shall be understood that the system of measurement which is herein adopted is the only system of measurement which will be recognised in connection with this contract. Any contradictions to this system of measurement contained in the "Model Preambles for Trades 2008" shall be disregarded (unless same have been accommodated in the system of measurement) but applicable rates shall be included for all requirements stated and not measured separately in compliance with this system.

## **8. BILLS OF QUANTITIES/LUMP SUM DOCUMENT**

The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Bid, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.

## **9. VALUE ADDED TAX**

The bid price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

## **10. SPECIAL PRICING**

The service provider will be paid a standard rate as per the attached bills of quantity applicable on all structural elements/systems where work is to be undertaken.

***NB: FOR TRAVELLING COST, SERVICE PROVIDERS WILL BE REIMBURSED USING AA RATES, BASED ON THE NEAREST NHBRC***

## **C2.2 BILL OF QUANTITIES (A COPY OF THE BILL OF QUANTITIES (BOQ) IS ATTACHED HEREIN MARKED ANNEXURE A.)**

### **PART C3: SCOPE OF WORK**

#### **C3.1 DESCRIPTION OF THE WORKS (REPORT)**

##### **Status**

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, Particular Specification or any drawings, the order of precedence, unless otherwise specified, is:

Drawing

Standardised Specifications

1. The National Home Builders Registration Council seeks to appoint a national panel of service providers who will be used on a rotational basis to provincially repair enrolled properties suffering from structural distress, and where the same has to be rectified by the NHBRC.
2. The purpose of this Programme is to:
  - 2.1 Identify remedial work contractors that have established themselves in the built environment.
  - 2.2 Identify remedial work contractors that have the required skill set and tools to undertake the work.
  - 2.3 The specification for the work will be provided by the competent person who will be appointed by the NHBRC, and the competent person will supervise and sign-off the completed works.
  - 2.4 To ensure compliance with the NHBRC supply chain management policies and procedures as approved by the NHBRC Council.

### **3. PROBLEM STATEMENT:**

3.1 The NHBRC has found that its existing remedial work contractor database was not serving it holistically when it comes to specialised works and then decided to be specific regarding the requirements.

### **4. SCOPE OF WORK**

4.1 To provide comprehensive specialist services to the NHBRC in the rectification of structural elements or building systems where inter alia structural distress have been identified and where NHBRC will be required to effect structural repairs.

4.2 In all cases of structural rectification requiring underpinning or piling , the NHBRC will provide a comprehensive remedial works specification through a competent person in order to rectify the identified structural elements or systems that display structural distress.

4.3 The service provider will, therefore, be required to provide an effective underpinning or piling solution through their competent person to be approved by the NHBRC prior to implementing in 4.1.

### **5. FEE STRUCTURE**

5.1 Qualifying service providers will be appointed per province on a rotational basis (as the need arises) over a period of five (05) years.

5.1.1 The service provider will be paid a standard rate as per the attached bills of quantity applicable on all structural elements/systems where work is to be undertaken.

5.1.2 A copy of the bill of quantities (BOQ) is attached herein marked annexure A.

**C3.1 DESCRIPTION OF WORKS: APPOINTMENT OF ADDITIONAL CONTRACTORS TO AN EXISTING PANEL OF CONTRACTORS FOR UNDERPINNING AND PILING (NATIONAL) FOR A PERIOD OF FIVE (05) YEARS.**

## PART C4: SITE INFORMATION

### C4.1 LOCATION FOR THE WORKS

The project is located Nationally

#### Sites where project execution will take place

SITES WHERE PROJECT EXECUTION WILL TAKE PLACE	
<p><b>1. Gauteng, Sunninghill Office</b></p> <p>Business Address: 27 Leeuwkop Road Sunninghill, Johannesburg</p>	<p><b>6. Western Cape, Century City Office</b></p> <p>Business Address Centennial Place, East Block, Century City Century City Boulevard Milnerton 7441</p>
<p><b>2. KZN, Durban Office</b></p> <p>Business Address: Suite 502, 5<sup>th</sup> Floor, The Marine 22 Dorothy Nyembe Street, Durban, 4001</p>	<p><b>7. Eastern Cape, Port Elizabeth Office</b></p> <p>Business Address: 40 Pickering street Newton Park Port Elizabeth 6055</p>
<p><b>3. North West, Rustenburg Office</b></p> <p>Business Address: 67 Brink Street @Office Building, North Block Rustenburg 0299</p>	<p><b>8. Limpopo, Polokwane Office</b></p> <p>Business Address 50 Schoeman street Standard Bank suite Building</p>
<p><b>4. Mpumalanga, Nelspruit Office</b></p> <p>Business Address 14 Henshall Street Suite 201 Medcen Building Nelspruit 1200</p>	<p><b>9. Free State, Bloemfontein Office</b></p> <p>Business Address: KPMG Building, 200 Nelson Mandela Drive, Bloemfontein</p>
<p><b>5. Northern Cape, Kimberly Office</b></p> <p>Business Address :10 Olivier Street, Montreo Park, Block 2, Ground Floor (Right Wing) Kimberly</p>	