

Appointment of a service providers for Installation Windowsill and Vent Covers at Sunninghill office



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ASSURING QUALITY HOMES

NATIONAL HOME BUILDERS' REGISTRATION COUNCIL(NHBRC) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (Act No. 53 of 2003) (BBBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000

NB: Kindly note that quotations must be submitted in the NHBRC tender box at number number 27 Leeuwkop Sunninghill .

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THE TENDER

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Appointment of a service providers for Installation Windowsill and Vent Covers at Sunninghill office

The following tenderers who are registered with the Construction Industry Development Board (CIDB), or are capable of being so registered prior to the evaluation of submissions are eligible to submit quotations:

- Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for the Installation of windowsill and vent covers with a minimum contractor grading designation of 1GB or higher.
- Quotations 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.

Bid documents will be available on the NHBRC website at www.nhbrc.org.za from 28 July 2023.

COMPULSORY TENDER BRIEFING AND SITE INSPECTION

Will be held at 31 July 2023 at Sunninghill number 27 Leeuwkop Road at 10h00

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.

The quotations will be evaluated in TWO stages with stage one focusing on initial screening on Supply Chain Management (SCM) returnable requirements, stage two focusing on price and B-BBEE as outlined in this bid document. Bidders who fail to meet the minimum requirements for each stage will not be considered further.

THE CLOSING DATE AND TIME FOR RECEIPT OF QUOTATIONS IS 11 August 2023 11H00.

Only Quotations 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) Quotations submitted on the prescribed Letter of Tender
- iii) Quotations must be submitted to as per the above.
- iv) Tender Bid No NHBRC/B1/RFQ028 Re-advert

Late quotations will not be accepted.

INVITATION TO BID SBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE <i>National Home Builders Registration Council(NHBRC)</i>					
BID NUMBER:	NHBRC/B1/RFQ008	CLOSING DATE:	11 August 2023	CLOSING TIME:	11h00
DESCRIPTION	Appointment of a service providers for Installation Windowsill and Vent Covers at Sunninghill office				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) OR AGRREMENT OF FORM OF OFFER AND ACCEPTANCE.					

Please submit in the NHBRC tender box

SUPPLIER INFORMATION	
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:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
2. TOTAL NUMBER OF ITEMS OFFERED		3. TOTAL BID PRICE	R
4. SIGNATURE OF BIDDER	5. DATE	
6. CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	National Home Builders Registration Council	CONTACT PERSON	Joshua Hadebe
CONTACT PERSON	Kabelo Phalane	TELEPHONE NUMBER	n/a
TELEPHONE NUMBER	011 317 0168	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	E-MAIL ADDRESS	Joshuah@nhbrc.org.za
E-MAIL ADDRESS	kabeloph@nhbrc.org.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:		
1.1. QUOTATIONS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE QUOTATIONS WILL NOT BE ACCEPTED FOR CONSIDERATION.		
1.2. ALL QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED)		
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017		
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 THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE 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. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.		
2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.		
2.6. IN QUOTATIONS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.		
2.7. 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)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES	<input type="checkbox"/> 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.		
3.6.		

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

IMPORTANT NOTICE

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

All quotations 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, 2017, The General Conditions of Contract (GCC) for Construction Works 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: Mr Joshua Hadebe

E-mail: joshuah@nhbrc.org.za

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 www.cidb.org.za).</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 National Home Builders Registration Council
C.1.2	<p>For this contract, the following documents will be adopted:</p> <p>The single volume procurement document issued by the employer comprises of the following:</p> <p>The Tender</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p>The Contract</p> <p>Part C1 - Agreements and Contract data</p> <p>C1.1 – Form of offer and acceptance C1.2 – Contract data</p>

	<p>C1.3 – Construction guarantee</p> <p>Part C2 - Pricing Data</p> <p>C2.1 – Pricing Instructions</p> <p>Part C3 - Scope of Works</p> <p>C3.1 – Description of the works</p> <p>C3.2 – Construction</p> <p>C3.3 - Annexures</p> <p>Part C4 - Site Information</p>
C.1.4	<p>The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer:</p> <p>Name: Kabelo Phalane (SCM Representative)</p> <p>Address: 27 Leeuwkop Road Sunninghill</p>
C.1.5	Cancellation and Re-Invitation of Quotations
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 quotations 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	Procurement procedures

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 quotations.
C.1.6.2	Competitive negotiation procedure
C.1.6.2.1	Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of 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	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. Notwithstanding the provisions of C.2.17, the employer may request that quotations 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.
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 N/A
C.2.1	Eligibility

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

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 EB 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. Quotations 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 quotations 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
GB 1	R0.5 m	The Employer will use its discretion in terms of CIDB
GB 2	R1.0 m	

	<table border="1"> <tr> <td>GB 3</td> <td>R3.0 m</td> </tr> <tr> <td>GB 4</td> <td>R6.0 m</td> </tr> <tr> <td>GB 5</td> <td>R10.0 m</td> </tr> <tr> <td>GB 6</td> <td>R20.0 m</td> </tr> <tr> <td>GB 7</td> <td>R60.0 m</td> </tr> <tr> <td>GB 8</td> <td>R200.0 m</td> </tr> </table>	GB 3	R3.0 m	GB 4	R6.0 m	GB 5	R10.0 m	GB 6	R20.0 m	GB 7	R60.0 m	GB 8	R200.0 m	Practice Note 3 on allowable margins to be accepted
GB 3	R3.0 m													
GB 4	R6.0 m													
GB 5	R10.0 m													
GB 6	R20.0 m													
GB 7	R60.0 m													
GB 8	R200.0 m													
	<p>Joint Ventures are eligible to submit quotations 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 SK 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 quotations:</p> <p>(a) Availability of resources</p>													
C.2.2	Cost of Tendering													
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	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.
C.2.3	Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.2.4	Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.2.6	Acknowledge addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
C.2.7	Clarification meeting As per the advert
C.2.8	Seek clarification Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.
C.2.9	Insurance N.A
C.2.10	Pricing the tender offer
C.2.10.3	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.
C.2.11	Alterations to documents

	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
C.2.12	Alternative tender offers No alternative tender offers will be considered
C.2.13	Submitting a tender offer
C.2.13.1	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.
C.2.13.2	Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
C.2.13.5	Submit the document to NHBRC Physical address
C.2.13.6	Bidders to submit as per the instruction on the document Title to appear on email(1): <i>As per the information on the SBD 1</i>
C.2.13.7	Not applicable.

C.2.13.8	Not applicable
C.2.13.9	Not applicable
C.2.14	<p>Information and data to be completed in all respects</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>Closing time</p> <p>The closing time is provided above</p> <p>The National Home Builders Registration Council 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>Clarification of tender offer after submission</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>Inspections, tests and analysis</p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.</p>
C.2.20	<p>Submit securities, bonds and policies</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>

	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.23	The Tenderer is required to submit with his/her tender all documents and schedules listed under T2.1 and T2.2.
Add the following new clause C2.24	<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 quotations 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 quotations.</p>
Add the following new clause C2.25	<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"> a) who is in the service of the state; or 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 c) a person who is an advisor or consultant contracted with the Department. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a) a member of:- <ul style="list-style-type: none"> • any municipal council; • any provincial legislature; or • the National Assembly or the National Council of Provinces; b) a member of the board of directors of any municipal entity; c) an official of any municipality or municipal entity; d) an employee of any national or provincial department; e) provincial public entity or constitutional institution within the meaning of the Public

	<p>Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>f) a member of the accounting authority of any national or provincial public entity; or</p> <p>g) An employee of Parliament or a provincial legislature.</p> <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>
C.3	The employer's undertakings
C.3.1	<p>Respond to requests from the tenderer</p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p>
C.3.5	<p>The time for the closing of RFQ : Is provided above</p> <p>National Home Builders Registration Council:</p>
C.3.9	Arithmetical errors, omissions and discrepancies
C.3.9.1	<p>Check the highest ranked quotations or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <p>a) the gross misplacement of the decimal point in any unit rate;</p> <p>b) omissions made in completing the pricing schedule or bills of quantities; or</p> <p>c) arithmetic errors in:</p> <p style="padding-left: 40px;">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.</p>
C.3.9.2	<p>The arithmetical errors shall be corrected in the following manner:</p> <p>Not Applicable</p>
C.3.11	Price and Preference

	<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 quotations will be undertaken in price and preference</p>																														
	<p>Stage 1: Initial screening (pre-compliance) on Supply Chain Management returnable requirements</p> <p>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. Quotations which do not satisfy the compliance criteria will be disqualified and will not be evaluated further on pre-qualification criteria.</p> <p>The bid proposal will be screened for compliance with administrative requirements as indicated below and bidders must circle the correct answer</p> <table border="1" data-bbox="638 710 1693 1428"> <thead> <tr> <th data-bbox="638 710 826 895">Item No.</th> <th data-bbox="826 710 1160 895">Administrative Requirements</th> <th data-bbox="1160 710 1469 895">Check/Compliance</th> <th data-bbox="1469 710 1693 895">Non-submission shall result in disqualification</th> </tr> </thead> <tbody> <tr> <td data-bbox="638 895 826 949">1</td> <td data-bbox="826 895 1160 949">Master Bid Document</td> <td data-bbox="1160 895 1469 949">Scanned and email</td> <td data-bbox="1469 895 1693 949">*YES</td> </tr> <tr> <td colspan="4" data-bbox="638 949 1693 1003">Included in the Bid Document</td> </tr> <tr> <td data-bbox="638 1003 826 1086">4</td> <td data-bbox="826 1003 1160 1086">SCM - SBD 1 - Invitation to Bid</td> <td data-bbox="1160 1003 1469 1086">Completed and signed</td> <td data-bbox="1469 1003 1693 1086">*YES</td> </tr> <tr> <td data-bbox="638 1086 826 1273">5</td> <td data-bbox="826 1086 1160 1273">SCM - SBD 2 - Tax Clearance Certificate Requirements</td> <td data-bbox="1160 1086 1469 1273">Attached CSD registration number/SARS PIN and CSD summary report</td> <td data-bbox="1469 1086 1693 1273">*YES</td> </tr> <tr> <td data-bbox="638 1273 826 1356">6</td> <td data-bbox="826 1273 1160 1356">SCM - SBD 4 - Declaration of Interest</td> <td data-bbox="1160 1273 1469 1356">Completed and signed</td> <td data-bbox="1469 1273 1693 1356">*YES</td> </tr> <tr> <td data-bbox="638 1356 826 1428">7</td> <td data-bbox="826 1356 1160 1428">SCM - SBD 6.1 - Preference Points Claim</td> <td data-bbox="1160 1356 1469 1428">Completed and signed</td> <td data-bbox="1469 1356 1693 1428">*YES</td> </tr> </tbody> </table>			Item No.	Administrative Requirements	Check/Compliance	Non-submission shall result in disqualification	1	Master Bid Document	Scanned and email	*YES	Included in the Bid Document				4	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES	5	SCM - SBD 2 - Tax Clearance Certificate Requirements	Attached CSD registration number/SARS PIN and CSD summary report	*YES	6	SCM - SBD 4 - Declaration of Interest	Completed and signed	*YES	7	SCM - SBD 6.1 - Preference Points Claim	Completed and signed	*YES
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7	SCM - SBD 6.1 - Preference Points Claim	Completed and signed	*YES																												

		Form in terms of the Preferential Procurement Regulations 2017						
	8	In case of quotations where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable	*YES				
<p>*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 Mandatory Requirements (Phase 2)</p> <p>**NO – NHBRC reserves the right to request such information during the evaluation process of the proposal and such information must be presented within short notice.</p>								
<p>Stage 2: Mandatory Requirements</p> <p>The following mandatory requirements will apply and all quotations that do not meet mandatory requirements will be disqualified and will not be evaluated further</p> <table border="1" data-bbox="622 1034 1686 1181"> <thead> <tr> <th data-bbox="622 1034 1541 1090">Criteria</th> <th data-bbox="1541 1034 1686 1090">Yes/No</th> </tr> </thead> <tbody> <tr> <td data-bbox="622 1090 1541 1181">Main contractor must have a CIDB contractor grading designation of 1 GB or higher</td> <td data-bbox="1541 1090 1686 1181"></td> </tr> </tbody> </table>					Criteria	Yes/No	Main contractor must have a CIDB contractor grading designation of 1 GB or higher	
Criteria	Yes/No							
Main contractor must have a CIDB contractor grading designation of 1 GB or higher								
<p>Stage 2: Preference Points Allocated</p> <p>Preference Points Allocated</p> <ul style="list-style-type: none"> - Women owned companies 12 - Youth owned companies 6 - People living with disabilities 2 			are eligible to submit tenders.					

<p>Tender offers will only be accepted on condition that</p> <p>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>b) the 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;</p> <p>c) the bidder has not:</p> <p style="padding-left: 20px;">i. abused the Employer's Supply Chain Management System; or</p> <p style="padding-left: 20px;">ii. failed to perform on any previous contract and has been given a written notice to this effect.</p> <p>d) Has completed the Compulsory Enterprise Questionnaire, SBD4, 6.1, 7.1, 8,9 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</p> <p>Has submitted the documentation listed in T2.21 and T2.22</p>				
<p>The number of paper copies of the signed contract to be provided by the employer is ONE.</p>				

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

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 the documents listed below will result in disqualification.***

<p>THE FOLLOWING DOCUMENTS MUST BE FURNISHED (FAILURE TO SUBMIT COMPULSORY DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED)</p>		<p>YES</p>	<p>NO</p>
<p>1</p>	<p>Tax Compliance (Provide PIN)/CSD Number or CSD report</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
<p>2</p>	<p>Proof of valid registration with CIDB 1GB or higher</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
<p>3</p>	<p>Signed Bidder's Disclosure</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>

4

Fully Completed and Signed all other SBD forms

Yes

No

T2.2 RETURNABLE SCHEDULES

Insert all the Forms required and re-number them

FORM B: VENDOR NUMBER REGISTRATION WITH CENTRAL SUPPLIER DATABASE

1. Bidders must submit Vendor Number Registration with Central Supplier Database
2. Failure to submit the Vendor Number Registration with Central Supplier Database may result with the bidder being disqualified.

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 quotations. 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.....

FORM D: PREFERENCE SCHEDULE

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all quotations invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all quotations:

- 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

- a) The value of this bid is estimated to be below R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“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 B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

PART 1

- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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 B-BBEE status level of contribution in accordance with the table below:

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

7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%?
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm :

8.2 VAT registration number :

8.3 Company registration number :

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1.</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE</p> <p>ADDRESS</p>

2

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

FORM E: PROOF OF REGISTRATION WITH CIDB

1. Attach original or certified copy of CIDB registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach original or certified copy of their CIDB registration certificate.

Firm	CRS Number	CIDB Grading	Lead Partner (Indicate with X)
Combined CIDB Grading for Joint Venture / Consortium:			

(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 interest¹ 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**

¹ 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.

2.2.1 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**

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 consortium² 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

² 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.

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

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 a national panel of service providers who will be used on a rotational basis to supply, design, and install project (construction) signage boards on enrolled subsidy housing projects around the country.

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**

**ONLY TO BE COMPLETED
AT ACCEPTANCE STAGE**

Name and

signature

of witness

Date

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of Agreements reached during the process of offer and acceptance, the outcome of such Agreement shall be recorded here,

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above Agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1 Subject
 Details

**ONLY TO BE COMPLETED
 AT ACCEPTANCE STAGE**

2 Subject
 Details

3 Subject
 Details

4 Subject
 Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Tender Documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the Contract between the parties arising from this Agreement.

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

PROJECT TITLE:	
CONTRACT NO:	
C.1.2 Contract Data	
<p>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, is applicable to this Contract and is obtainable from www.saice.org.za.</p> <p>The General Conditions of Contract for Construction Works make 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 General Conditions of Contract.</p>	
Part 1: Data provided by the Employer	
Clause	Data
1.1.1.13	<p>Clause 1.1.1.13: Defects Liability Period</p> <p>The Defects Liability Period is 6 months, measured from the date of the Certificate of Completion</p>
1.1.1.14	<p>Clause 1.1.1.14: Due Completion Date</p> <p>Will be communicate after appointment</p>
1.1.1.15	<p>The name of the Employer is Department of National Home Builders Registration Council, represented by Project Manager/ end user and/or such persons or person duly authorised to be the Employer in writing.</p>
1.1.1.26	<p>The Pricing Strategy is a bill of quantities</p>

1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <p>Communication is done via emails</p>
2.4.1	<p>“in the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows:</p> <ul style="list-style-type: none"> • The form of offer and acceptance • Contract forms • The contract data • General conditions of contract (GCC 2015) • Scope of Work • SANS 1200 Standardised Specifications • Site Information • Construction drawings • Bill of quantities • The returnable schedules
3.1.3	<p>The Contractor shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: GCC 2015 3rd Edition</p> <ol style="list-style-type: none"> 1. Clause 5.8.1 Non-working times 2. Clause 5.11.1 Suspension of the Works 3. Clause 5.12.1 Approval of any extension of time for completion 4. Clause 5.12.4 Acceleration of progress instead of extension of time 5. Clause 5.13.2 Reduction of a penalty for delay 6. Clause 6.3.2 The issuing of variation orders 7. Clause 6.8.4 The determination of additional or reduced cost arising from changes in the legislation 8. Clause 6.11 The agreeing of the adjustment of the sums for general items

	9. Clause 10.1.5 The giving of a ruling on a Contractor's claim
4.3.3	<p>“The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as ‘the Act’) that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <ul style="list-style-type: none"> a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act; b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations; d) The Contractor agrees that any duly authorised official of the Employer shall be entitled to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor; e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;
5.3.1	<p>Clause 5.3.1: Commencement of the Works</p> <p>N/A</p>

5.3.2	<p>Clause 5.3.2: Timeframe to deliver documentation Will be communicated after appointment</p>
5.4.4	<p>“The Contractor shall bear all costs and charges for special and temporary rights of way required by him/her in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him/her for the purposes of the Works.”</p>
5.8.1	<p>Clause 5.8.1: Non-Working Times Will be communicated after appointment</p>
5.12.2.	<p>Clause 5.12.2.: Some reasons for extension of time</p> <p>Clause 5.12.2.2: Abnormal climatic conditions.</p> <p><i>Add the following:</i></p> <p>Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).</p> <p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that clause.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.</p> <p>January 4 days May 2 days September 2 days</p>

	<table> <tr> <td>February</td> <td>4 days</td> <td>June</td> <td>2 days</td> <td>October</td> <td>2 days</td> </tr> <tr> <td>March</td> <td>2 days</td> <td>July</td> <td>2 days</td> <td>November</td> <td>4 days</td> </tr> <tr> <td>April</td> <td>2 days</td> <td>August</td> <td>2 days</td> <td>December</td> <td>4 days</td> </tr> </table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained. Rainfall of less than 2mm between 7am and 5pm shall not be deemed to be an inclement weather day.</p>	February	4 days	June	2 days	October	2 days	March	2 days	July	2 days	November	4 days	April	2 days	August	2 days	December	4 days
February	4 days	June	2 days	October	2 days														
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5.13.1	<p>Clause 5.13.1: Penalty for Delay</p> <p>The penalty for failing to complete the Works will be charges per day based on the loss suffered due to delays up to a limit of 30 normal working day, upon which automatic termination will be effected by the Employer.</p>																		
5.16.3	<p>Clause 5.16.3: Latent defect liability</p> <p>Will be communicated after appointment</p>																		
6.2.1	<p>Clause 6.2: Security</p> <p>N/A</p>																		
6.8.2	<p>Clause 6.8.2: Contract Price Adjustment</p> <p>The Contract Price Adjustment is not applicable in this contract.</p>																		
6.8.3	<p>Clause 6.8.3: Variation in Cost of Special Materials</p> <p>Price adjustments for variations in the costs of special materials are not allowed</p>																		

6.10.1.5	<p>Clause 6.10.1.5: Interim Payments - Materials on Site</p> <p>No percentage advance on materials on site but not yet built into the Permanent Works is allowed for, or will be paid.</p>
6.10.3	<p>Clause 6.10.3: Retention Money</p> <p>The limit on retention is: 10% of the Contract Price.</p>
6.10.4	<p>Clause 6.10.4: Delivery, dissatisfaction with and payment of payment certificate</p> <p><i>Add the following to clause 6.10.4:</i></p> <p>Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.</p>
8.6.1.1.2	<p>Clause 8.6.1.1.2: Insurance</p> <p>N/A</p>
8.6.1.1.3	<p>Clause 8.6.1.1.3: Insurance</p> <p>N/A</p>
8.6.1.3	<p>Clause 8.6.1.3: Insurance</p> <p>N/A</p>
8.6.1.5	<p>Clause 8.6.1.5: Additional Insurance</p> <p>N/A</p>
9.2.1.3.8	<p>The Contractor has furnished inaccurate information in the returnable documents completed at tender stage and forming part of the Contract.</p>

9.2.1.3.9	An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
10	<p>Clause 10: Dispute Resolution</p> <p>“Dispute resolution shall initially be by means of ad-hoc adjudication as per Clause 10.5.2. Should adjudication not be successful, then the dispute shall be referred to Arbitration under the provisions of Clause 10.7.1.”</p>
10.4.1	The parties may at time agree to settle disputes with the help of an impartial third party
10.5.3	The number of Adjudication Board Members to be appointed is five (5).
11	<p>Clause 12: Confidentiality</p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.</p>
12	<p>Clause 13: Amendments in writing</p> <p>No amendments of this Contract or of any provisions or terms hereof and no waiver or relaxation or suspension of any of the provisions or terms of this Contract shall be of any force or effect unless reduced to writing and signed by both the parties hereto.</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.

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

Clause	Data
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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" data-bbox="293 624 1397 879"> <thead> <tr> <th>Type of Security</th> <th>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></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></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.		Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.	
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Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.							
6.5.1.2.3	The percentage allowance to cover overhead charges is%.						

PART C2: PRICING DATA AND BILL OF QUANTITIES

Page

C2.1 Pricing Instructions

Please provide quotation on your letterhead

REQUEST FOR PROPOSAL: APPOINTMENT OF A SERVICE PROVIDER TO REPAIR WINDOWSILLS AND REPAIR THE AIRCONDITION VENT COVERS AT NHBRC BUILDING IN SUNNINGHILL

See attached specification



APPROVED
AMENDED WINDOW!

C2.1 PRICING INSTRUCTIONS

NB: Please use the above table.

C2.2 BILL OF QUANTITIES

N/A

SIGNED ON BEHALF OF THE TENDERER

DATE