

## **PART T1 TENDERING PROCEDURES**

<b>T1.1 Tender Notice and Invitation to Tender</b>	<b>TP.2</b>
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### T1.1: Tender Notice and Invitation to Tender



**South African Farmers Development Association (SAFDA)**  
**CIDB CONTRACTOR GRADING: 7CE OR HIGHER**  
**MKUZE RAIL SIDING**  
**TENDER № 10969/1/2/C1**  
**CONSTRUCTION OF TRANSLOADING FACILITY**

The South African Farmers Development Association (SAFDA) hereby invites tenders for the construction of a **Mkuze Rail Siding Transloading Facility** which includes, **Roadworks** (gravel, concrete ramps and aprons, weighbridge, staging area, cane offloading area, stormwater etc), **Building Renovations** (refurbishment, electrical, water and sewer connection), **Hilo Unloader (Spiller) Installation** and **Electrical works** (high mast lighting, MCC panel, diesel generator, supply and distribution).

Tenderers must have a CIDB registration grading of 7CE or Higher.

Tender Documents will be distributed at the tender briefing meeting. Documents will be available on [SAFDA Website](#) for downloading and printing and must be brought to the compulsory clarification meeting for signature by the Employer (Employer's Agent to confirm attendance).

**Commercial** queries may be addressed to Mr M. Dube, Tel (031) 941 7247 or email: [mdube@sa-fda.org.za](mailto:mdube@sa-fda.org.za).

**Technical** queries may be addressed to Mr. S. Ndzamela, 031 535 6000, [ndzamelas@boschprojects.co.za](mailto:ndzamelas@boschprojects.co.za)

**All communications** both Technical and Commercial via email to copy Mr. A. Madhanpall, 031 941 7247, [amadhanpall@sa-fda.org.za](mailto:amadhanpall@sa-fda.org.za) and [MB\\_PRJ\\_10969-1-2@boschprojects.co.za](mailto:MB_PRJ_10969-1-2@boschprojects.co.za).

A compulsory clarification meeting with representatives of the Employer will take place on site, at Mkuze Rail Siding, in Fish Eagle Road, Mkuze opposite the Ghost Mountain Inn on ~~1221 December 2020~~ **January 2021**, starting at 12h00.

Tenderers must ensure that this meeting is attended by a person who is by qualification and/or experience, able to assess the nature of work.

The closing time for receipt of tenders is **12h00 on 198 January 2021**. Only tenders deposited at South African Farmers Development Association by the closing time and date will be accepted for further evaluation. Tenders will be opened in public immediately after the close of tenders.

Tenders, completed as prescribed, shall be sealed in an envelope marked:

**Tender No: 10969/1/2/C1**  
**MKUZE RAIL SIDING CONSTRUCTION OF TRANSLOADING FACILITY**

and deposited in the official tender box at South African Farmers Development Association, Room 303, Strauss Daly Building, 41 Richeford Circle, Umhlanga Ridge, Durban - *(The SAFDA/consultant will not be held responsible for any tenders delivered by courier services).*

PFMA and Preferential Procurement Policy Framework Act 2000 (Act № 5 of 2000): Preferential Procurement Regulations, 2011 applies.

*Tenderers shall take note of the following tender conditions:*

- *SAFDA does not bind itself to accept the lowest or any tender.*
- *Tenders submitted are to remain valid for 56 days from the closing date for submission of tenders.*

**Anwhar Madhanpall**  
**GM Farm Management Services**  
**South African Farmers Development Association**

## T1.2 Tender Data

(Applicable to this Tender)

The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure F of the CIDB *Standard for Uniformity in Construction Procurement*, and as per Annexure F of the CIDB *Standardized Construction Procurement Documents for Engineering and Construction Works (May 2010)*. A copy of the Standard Conditions of Tender is provided herewith as an Appendix to T1.2. (Refer to T1.3 Standard Conditions of Tender).

The Tender Data makes several references to the Standard Conditions of Tender for details that apply specifically to this tender. **(The Tender Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender).**

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

Clauses Prefixed by F.1 highlight general obligations  
Clauses Prefixed by F.2 highlight tenderers obligations  
Clauses Prefixed by F.3 highlight employers obligations

Clause №	Description
F.1.1	The Employer is <b>South African Farmers Development Association</b>
F.1.2	<p>The Tender Documents issued by the employer comprise of the:</p> <p>T1.1 Tender notice and invitation to tender T1.2 Tender Data T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p><b>Part 1 Agreements and Contract Data</b> C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Forms of Security C1.4 Agreement in terms of the Occupational Health &amp; Safety Act C1.5 Notification of Construction Work C1.6 Adjudicator's Agreement C1.7 Form of Guarantee (Materials on Site)</p> <p><b>Part 2 Pricing Data</b> C2.1 Pricing instructions C2.2 Bill of Quantities</p> <p><b>Part 3 Scope of Work</b> C3.1 Scope of Work</p> <p><b>Part 4 Site Information</b> C4.1 Site Information</p> <p><b>Part 5 Drawings</b> C5.1 Drawings</p>
F.1.4	<p>The Employer's Agent is:</p> <p>Name: Songezo Ndzamela Address: 1 Holwood Park, 5 Canegate Road La Lucia Ridge Office Estate, 4320 Tel: 031 535 6000 Email: <a href="mailto:ndzamelas@boschprojects.co.za">ndzamelas@boschprojects.co.za</a></p>

F.2.1	<p><b>Eligibility</b></p> <p>Only those Tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ul style="list-style-type: none"><li>a) the Tenderer submits a Tax Status Pin issued by the South African Revenue Services and is Tax Compliant with SARS, for has made arrangements to meet outstanding tax obligations;</li><li>b) the Tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part T2.2 of this procurement document;</li><li>c) the Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li><li>d) the Tenderer has not:<ul style="list-style-type: none"><li>i. abused the Employer's Supply Chain Management System; or</li><li>ii. failed to perform on any previous contract and has been given a written notice to this effect;</li></ul></li><li>e) the Tenderer has completed the Declaration of Interest and the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</li><li>f) the Tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li><li>g) the Tenderer must submit a copy of a joint venture agreement (if applicable);</li><li>h) Tenderers are required to submit a Bank Rating with this tender. Tenderers who receive a Bank Rating E, F, G, H will not be eligible to tender;</li><li>i) the Tender offer is signed by a person authorised on behalf of the Tenderer;</li><li>j) the Tenderer has completed and signed all returnable documents where relevant;</li><li>k) the Tenderer has met the minimum number of evaluation points for functionality (quality), if applicable;</li><li>l) the Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li></ul> <p><b>Additional Eligibility Criteria</b></p> <p>Furthermore, a Tenderer will only be eligible to submit a tender if:</p> <ul style="list-style-type: none"><li>m) The Tenderer is a Civil Engineering Contractor with a minimum CIDB grading of 7CE or higher, that has 10 years or more relevant prior experience in Civil Engineering Projects relating to the construction of</li></ul>
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	<p>Earthworks, Roadworks, Concrete Works, Building works and Stormwater and including interfacing with Electrical and Mechanical subcontractors, having successfully completed at least three similar contracts having a minimum value of R5 million per contract.</p> <p>n) The Electrical Contractor / Sub-Contractor is registered with the Electrical Contracting Board of South Africa and their Contract's Manager/ Site Agent is a Competent Person as defined in Regulation 1 of the General Machinery Regulations 1988, or a person registered in a Professional category in terms of the Engineering Act 2000.</p> <p>o) If the Tenderer does not have the core skills within its own company, the Tenderer shall subcontract :  i) Electrical works  ii) Building Works  iii) Hilo Installation</p> <p>p) The Mechanical fitter for the Hilo Installation motors is to have a valid Trade Test Certificate for the installation and alignment of the motors.</p>
F.2.7	<p>The arrangements for the <b>compulsory</b> clarification meeting are:</p> <p>Location: <b>Mkuze Rail Siding, in Fish Eagle Road, Mkuze (opposite Ghost Mountain Inn &amp; Safaris)</b></p> <p>Date: <b>Thursday, <del>24 December 2020</del> 12 January 2021</b></p> <p>Starting Time: <b>12h00</b></p> <p><b>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will only be issued to, and tenders will only be received from, those tendering entities appearing on the attendance list.</b></p>
F.2.8	<p>Accept that <b>failure to request clarification</b> on tender documents, in at least 5 working days prior to the closing time stated in the tender data, it shall be deemed that all matters in the tender documents are clearly understood. Accept that the Employer shall not be obligated to respond to any requests for clarification of tender documents submitted in less than 5 working days prior to the closing date.</p>
F.2.11	<p><b>Alterations to Documents</b></p> <p>No unauthorised alterations or additions shall be made to any portion of the Tender Document. Any unauthorised alterations, additions or notes will be ignored and only the text as printed will be adhered to. The tender document itself shall not have pages removed or be separated in any way. Should a tender document be submitted in any manner except as an originally bound document, it will be liable for rejection by the Employer.</p>
F.2.13.3	<p>Tender offers shall be submitted as an original only. No copies of the tender offer are required.</p>

Commented [SN1]: Note to Client: TBC

F.2.13.5	<p>The <b>Employer's agent address</b> for delivery of Tender offers and identification details to be shown on each Tender offer package is as follows:</p> <p>Location of tender box: South African Farmers Development Association Physical address: Room 303, Strauss Daly Building, 41 Richeford Circle, Umhlanga Ridge, Durban</p> <p>Identification details: MKUZE RAIL SIDING TENDER № 10969/1/2/C1 CONSTRUCTION OF TRANSLOADING FACILITY</p>
F.2.13 / F3.5	A two-envelope procedure will not be followed.
F.2.15	<p>The closing time for submission of Tender offers is <b>12h00</b> hours on Thursday <b>18 January 2020</b>.</p> <p>Telephonic, telegraphic, telex, facsimile, late or emailed tender offers will not be accepted.</p> <p>The tenderer is to ensure that couriered/posted tenders are inserted into the tender box before the closing date and time.</p>
F.2.16	The Tender offer validity period is <b>56 (fifty six) days</b> from date of tender closing. If the tender validity expires on a weekend or public holiday, it shall remain valid until close of business on the next business day.
F.2.17	Clarification of a Tender Offer in response to a request to do so from the Employer during the evaluation of Tender Offers must be provided within <b>two working days</b> of the Employer's request, failing which, the Employer may regard the Tender Offer as being non-responsive.
F.2.18	Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, within <b>two working days</b> of the Employer's request, the Employer may regard the Tender Offer as being non-responsive.
F.2.23	<p>The tenderer is required to submit with his tender all certificates as listed under Part T2.2 – Returnable Documents.</p> <p><b>Failure to submit this information will make the Tender non responsive.</b></p>
F.3.2	Issue of Addenda: Change "7 days" in this clause to "5 working days"

F.3.4	<p>The time and location for opening of the tender offers are:</p> <p>Time: 12h00 <b>Date: 198 January 2021</b></p> <p>Location of tender box: SAFDA Office Room 303, Strauss Daly Building, 41 Richeford Circle, Umhlanga Ridge, Durban</p>
F.3.11	The procedure for evaluation of responsive tenders is <i>Method 2</i> .
F.3.11.1	<p>SAFDA will utilize the tender evaluation methods and associated evaluation criteria and weightings that are specified in F3.11.4 to F3.11.9 below.</p> <p>Tenders that meet eligibility criteria will go through a pre-qualification process in which tenders shall be evaluated for quality first and if the minimum score is attained by a Tenderer, then the tender shall be evaluated further.</p> <p>Accept that failure to score the minimum points set out for quality as stipulated in the Tender Data Clause F.3.11.9 of this Tender shall warrant disqualification from further evaluation process.</p> <p>The Employer reserves the right not to employ Tenderers currently engaged with SAFDA in more than one contract.</p>
F.3.11.3	<p><b>Method 2: Financial Offer and Quality</b></p> <p>Tenders will be evaluated in three stages. Firstly, eligibility will be assessed, whereafter all responsive tenders will be for functionality.</p> <p>Tenders that do not meet the Eligibility Criteria, as stated under Clause F2.1 will be disqualified and not considered any further for tender award.</p> <p>Tenders that fail to achieve the minimum qualifying score for functionality, as stated under F3.11.9, will be disqualified and not considered any further for tender award.</p> <p>The remaining tenders will be evaluated in accordance with F.3.11.3 Method 2: Financial offer and Preference</p> <p><math>N_q</math> = is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.</p>
F.3.11.7	<b>Scoring Financial Offers</b>
	<p>The financial offers of the remaining responsive tender offers will be scored using the following formula:</p> <p><math>N_{fo} = W_1 \times A</math></p> <p>Where: <math>N_{fo}</math> = is the number of tender evaluation points awarded for the financial offer;</p> <p><math>W_1</math> = is the maximum possible number of tender evaluation points awarded for the financial offer, which in this case is 90;</p>

Formatted: Heading 1, Indent: Left: 0,32 cm, Hanging: 0,76 cm, Space Before: 0 pt, Tab stops: Not at 4,96 cm + 15,5 cm



<p>A = is a number calculated using Formula 2 and Option 2 in Table F.1 below:</p> <p><b>TABLE F.1 – FORMULAE FOR THE VALUE OF A</b></p>			
	<b>FORMULA</b>	<b>BASIS FOR COMPARISON</b>	<b>VALUE OF "A"</b>
			<b>Option 1</b> <b>Option 2</b>
	1	Highest price or discount	$[1+(P-Pm) / Pm]$ P/Pm
2	Lowest price or percentage commission/fee	$[1-(P-Pm) / Pm]$ Pm/P	
<p>Pm = is the comparative offer which is the most favourable P = is the comparative offer of the tender under consideration</p>			
<p><b>F.3.11.9 Scoring Quality (Functionality)</b></p> <p>Points for quality must be entered here by <b>the Tenderer based</b> on the following Quality Scorecard. <b>Only Tenderers scoring 60% or more for quality will be considered eligible to tender.</b></p> <p>Tenderers should supply supporting information to prove points claimed where this is not available in other Returnable Schedules.</p> <p><b>Total Score for Quality</b></p>			
	<b>Criteria</b>	<b>Possible Full Points</b>	<b>Actual Points Obtained</b>
F.3.11.9.1	Relevant Experience applicable to past 10 years: Civil Contractor related to Gravel Roads, Stormwater, Earthwork and Concrete works	25	S1 =
F.3.11.9.2	Financial Resources: Bank Rating	10	S2 =
F.3.11.9.3	Experience of Key Personnel:	25	S3 =
F.3.11.9.4	Quality Assurance Plan and Control Procedures:	10	S4 =
F.3.11.9.5	Previous Performance on Similar Roads, Stormwater and Earthworks Projects: Project 1 (* to be scored by Employer) Project 2 (* to be scored by Employer)	10 10	*S5a = *S5b =
F.3.11.9.6	Method Statement / Approach Paper	10	
	<b>Total Possible Points</b>	<b>100</b>	<b>Total Points Obtained</b> =

<b>F.3.11.9.1 Criteria 1: Experience applicable to past 10 years only: Maximum Score = 30</b>							
List below up to 5 highest-value contracts of similar work undertaken (related to Roads, Stormwater, Earthworks and Concrete works as main Contractor within the last 10 years. Projects listed must be selected from					Value/Size of Individual Contracts	Points	Score (S)
Contract	Value	Reference					
		Name	Organisation	Tel №			
					< R5 million	0	
					R5 – 10 million	5	
					R10 – 20 million	7	
					> R20 million	10	
<b>Possible Full Points =</b>						<b>25</b>	
<b>Actual Points Obtained S1 =</b>							
<p><b>Note:</b> * Similar work (or Project) means successful construction of civil engineering project/s over the last 10 years (minimum value of R5Million per Contract) including Roads, Stormwater, Earthworks and Concrete as indicated in Section T2.2.2 Form R: Schedule of Similar Work Undertaken.</p> <p>* The Tenderer will send the "Assessment of Performance" form (see example F.3.11.10) the references listed above. Two replies will then be used to score Criteria 5: F.3.11.9.5.1 and F.3.11.9.5.2.</p>							
<b>F.3.11.9.2 Criteria 2: Financial Resources (Bank Rating): Maximum Score = 13</b>							
<b>Score one of the ratings listed below as reflected on rating received – see Section F1 of T2.2.1</b>					<b>Points</b>	<b>Score (S)</b>	
Bank Rating A – Undoubted for the amount of enquiry					10		
Bank Rating B – Good for the amount of enquiry					8		
Bank Rating C – Good for the amount quoted if applied strictly in the way of business					8		
Bank Rating D – Fair trade for the amount of enquiry					5		
Bank Rating E – Figures considered too high Bank Rating F – Financial Position Unknown Bank Rating G – Dishonour on records Bank Rating H – Frequently Dishonoured					<b>Not eligible to tender</b>		
<b>Possible Full Points =</b>					<b>10</b>		
<b>Actual Points Obtained S2 =</b>							
<p><b>Note:</b> Tenderers are to submit a copy of their bank rating in Section T2.2.2 Form Q: Tenderer's Financial Standing.</p>							

**F.3.11.9.3 Criteria 3: Experience of Key Personnel: Maximum Score = 20**

Proposed key Personnel	Experience	Points	Score (S)
Project Director/ Contracts Manager Name:	Approved Degree or Diploma in Civil Engineering	2	
	Years of appropriate experience (score one of the categories)	<5	0
		5 to 10	2
		>10	3
Electrical Agent / Project Manager (Note the Site Agent may be the same person as the Project Director) Name:	Approved Degree or Diploma in Electrical Engineering	2	
	Years of appropriate experience (score one of the categories)	<3	0
		3 to 5	1
		5 to 10	2
		>10	3
Site Supervisor / Foreman Name:	Approved Degree or Diploma in Civil Engineering	2	
	Years of appropriate experience (score one of the categories)	<5	0
		5 to 10	2
		>10	3
Mechanical Fitter Name:	Trade Test Certificate	2	
	Years of appropriate experience (score one of the categories)	<5	0
		5 to 10	2
		>10	3
Health and Safety Officer Name:	Approved Diploma / NQF Level 5 (SAMTRAC) / equivalent certificate in Health and Safety and SACPCMP registration as per regulations	2	
	Years of appropriate experience (score one of the categories)	<1	0
		1 to 3	1
		3 to 5	2
		>5	3
<b>Possible Full Points =</b>		<b>25</b>	
<b>Actual Points Obtained S3 =</b>			

**Note:**

- \* Curriculum Vitae to be attached in Section T2.2.2 Form W: Key Personnel.
- \* Years of appropriate experience means experience in the fields of Construction of Roads, Stormwater, Earthworks, Concrete Works mechanical and electrical projects in the last 10 years with a minimum of R5million project value.
- \* Certified copies of Degrees, Diplomas, Trade Tests to be attached if points are claimed.

<b>F.3.11.9.4 Criteria 4: Quality Assurance Plan and Control Procedures: Maximum Score = 10 (Civil Contractor only)</b>		
Score one status as listed below	<b>Points</b>	<b>Score (S)</b>
ISO Accreditation	10	
Own Internal QA Plan	6	
None	0	
<b>Possible Full Points =</b>	<b>10</b>	
<b>Actual Points Obtained S4 =</b>		

*Note: \* Attach current copy of ISO 9001:2015 Accreditation Certificate or copy of internal Quality Management System in Section T2.2.2 Form Y: Quality Assurance and Quality Control.*

**F.3.11.9.5 Criteria 5: Performance on Two Similar Projects undertaken within the last 5 years: Maximum Score = 28 (Civil Contractor only)**

**F.3.11.9.5.1 PROJECT 1 – Evaluation Completed by Employer**

*Note: \* The project scored here will be selected and scored by the Employer from the five projects listed in Criteria 1 – Experience*  
*\* The Tenderer will submit “Assessment of Performance Form” (F.3.11.10) for all references listed in Criteria 1.*  
*\* The Employer will then complete these two pages and scores will be based on the above Referee’s responses received.*

Project Name: \_\_\_\_\_

Value of work carried out by Contractor: R \_\_\_\_\_

Detail of work carried out by Contractor: \_\_\_\_\_

Referee Name: \_\_\_\_\_ Organisation: \_\_\_\_\_

Contact Details: \_\_\_\_\_

<b>F.3.11.9.4 Criteria 4: Quality Assurance Plan and Control Procedures: Maximum Score = 10 (Civil Contractor only)</b>		
<b>Qualitative Statements as assessed by Referees</b> (refer to returned forms F.3.12.)	<b>Points</b>	<b>Score</b>
“Contractor’s Management was adequate for the contract”		
“Contractor provided suitably qualified Site personnel”	Not true 0	
“Contractor complied with Health & Safety requirements”	Substantially fulfilled 1	
“Contractor’s provided adequate resources for the contract”	Completely fulfilled 2	
“Contractor’s communication and compliance to instructions was good”	(Score from returned	
“Quality of work produced was to drawings and specification”	reference sheet F.3.11.10)	
“Contract was completed on time”		
<b>Possible Full Points</b>	<b>14</b>	

<b>Actual Points Obtained S5.1 =</b>																														
<b>F.3.11.9.5.2 PROJECT 2 – Evaluation Completed by Employer</b>																														
<p><i>Note:</i></p> <ul style="list-style-type: none"> <li>* The project scored here will be selected and scored by the Employer from the five projects listed in Criteria 1 – Experience</li> <li>* The Employer will send “Assessment of Performance Form” (F.11.10) to two or more of the five references listed in Criteria 1.</li> <li>* The Employer will then complete these two pages and scores will be based on the Referee’s responses received.</li> </ul>																														
<p>Project Name: _____</p> <p>Value of work carried out by Contractor: R_____</p> <p>Detail of work carried out by Contractor: _____</p> <p>Referee Name: _____ Organisation: _____</p> <p>Contact Details: _____</p>																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding: 2px;">Qualitative Statements as assessed by Referees <small>(refer to returned forms F.3.12 )</small></th> <th style="text-align: center; padding: 2px;">Points</th> <th style="text-align: center; padding: 2px;">Score</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">“Contractor’s Management was adequate for the contract”</td> <td></td> <td></td> </tr> <tr> <td style="padding: 2px;">“Contractor provided suitably qualified Site personnel”</td> <td style="padding: 2px;">Not true</td> <td style="text-align: center; padding: 2px;">0</td> </tr> <tr> <td style="padding: 2px;">“Contractor complied with Health &amp; Safety requirements</td> <td style="padding: 2px;">Substantially fulfilled</td> <td style="text-align: center; padding: 2px;">1</td> </tr> <tr> <td style="padding: 2px;">“Contractor’s provided adequate resources for the contract”</td> <td style="padding: 2px;">Completely fulfilled</td> <td style="text-align: center; padding: 2px;">2</td> </tr> <tr> <td style="padding: 2px;">“Contractor’s communication and compliance to instructions was good”</td> <td style="padding: 2px;">(Score from returned</td> <td></td> </tr> <tr> <td style="padding: 2px;">“Quality of work produced was to drawings and specification”</td> <td style="padding: 2px;">reference sheet F.3.11.10)</td> <td></td> </tr> <tr> <td style="padding: 2px;">“Contract was completed on time”</td> <td></td> <td></td> </tr> <tr> <td style="text-align: right; padding: 2px;"><b>Possible Full Points</b></td> <td style="text-align: center; padding: 2px;"><b>14</b></td> <td></td> </tr> </tbody> </table>	Qualitative Statements as assessed by Referees <small>(refer to returned forms F.3.12 )</small>	Points	Score	“Contractor’s Management was adequate for the contract”			“Contractor provided suitably qualified Site personnel”	Not true	0	“Contractor complied with Health & Safety requirements	Substantially fulfilled	1	“Contractor’s provided adequate resources for the contract”	Completely fulfilled	2	“Contractor’s communication and compliance to instructions was good”	(Score from returned		“Quality of work produced was to drawings and specification”	reference sheet F.3.11.10)		“Contract was completed on time”			<b>Possible Full Points</b>	<b>14</b>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right; padding: 5px;"><b>Actual Points Obtained S5.2 =</b></td> <td style="width: 10%;"></td> </tr> </table>	<b>Actual Points Obtained S5.2 =</b>	
Qualitative Statements as assessed by Referees <small>(refer to returned forms F.3.12 )</small>	Points	Score																												
“Contractor’s Management was adequate for the contract”																														
“Contractor provided suitably qualified Site personnel”	Not true	0																												
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“Quality of work produced was to drawings and specification”	reference sheet F.3.11.10)																													
“Contract was completed on time”																														
<b>Possible Full Points</b>	<b>14</b>																													
<b>Actual Points Obtained S5.2 =</b>																														

<b>F.3.11.10 Assessment of Performance Form</b>				
<u>Assessment of Contractor's Performance by Independent Reference</u> (This form will be sent by the Employer to at least 2 of the references listed in Criteria 1; F.3.11.9.1 to obtain scores for Criteria 5 – Performance on Two Similar Projects undertaken in the last 10 years.)				
Please assess the Contractor (Name:) ..... on his/her performance on the following Contract.				
Contract No. ....				
Name of Contract: .....			Year of execution: .....	
Contract value: .....		Employer: .....		
Contract duration: .....		Engineer: .....		
Referee's Position in Contract: .....				
<b>Your assessment of the Contractor's performance in the following areas:</b> <i>(please tick <b>one</b> of the blocks on the right hand side)</i>				
	Not true	Partially fulfilled	Substantially fulfilled	Completely fulfilled
"Contractor's Management was adequate for the contract"				
"Contractor provided suitably qualified Site personnel"				
"Contractor complied with Health & Safety requirements"				
"Contractor's provided adequate resources for the contract"				
"Contractor's communication and compliance to instructions was good"				
"Quality of work produced was to drawings and specification"				
"Contract was completed on time"				
Any other comments: ..... ..... .....				
Name of person completing this assessment form (Referee): .....				
ECSA Prof Reg No: ..... Representing firm: .....				
Please return by fax to: ..... or e-mail to: .....				

Signature of Referee/Validator..... Date of Assessment: .....	
<b>F.3.13</b>	<p><b>Acceptance of Tender Offer</b></p> <p>Tenderer Offers will only be accepted if, in addition to the conditions listed in the Standard Conditions of Tender, the Tenderer is judged to be Eligible in terms of Clause F2.1 as well as the items listed below.</p>
<b>F.3.13.1</b>	<p><b>Tender Offers will only be accepted on condition that:</b></p> <ul style="list-style-type: none"> <li>(a) the tender offer is signed by a person authorized to sign on behalf of the Tenderer;</li> <li>(b) a valid Tax Status Pin is included with his tender;</li> <li>(c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2014 is included with his tender submission;</li> <li>(d) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender;</li> <li>(e) the Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;</li> <li>(f) the Contractor who submits the tender is registered with the CIDB in the stated Contractor grading designation;</li> <li>(g) the Tenderer, or any of its directors, is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>(h) The tenderer has not: <ul style="list-style-type: none"> <li>(i) abused the Employer's Supply Chain Management System; or</li> <li>(ii) failed to perform on any previous contract and has been given a written notice to this effect</li> </ul> </li> <li>(i) The Tenderer has completed the Compulsory Enterprise Questionnaire, Declaration of Bidders' Past Supply Chain Management Practices and Declaration of Interest, 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 comprise the tender process;</li> <li>(j) The Tenderer or any of its principals, directors or managers is not employed in the service of the State or SAFDA. In the event that such principals are involved, official approval from the Executing Authority regarding the carrying out of remunerative work outside of the public service must be included in the tender submission;</li> <li>(k) The employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria: <ul style="list-style-type: none"> <li>(i) Having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this contract;</li> <li>(ii) Having acted in a fraudulent or corrupt manner in obtaining or executing this contract;</li> <li>(iii) Having approached an officer or employee of the employer or the employer's Agent with the objective of influencing the award of a contract</li> </ul> </li> </ul>

	in the Tenderer's favour;
	<p>(iv) Having entered into any agreement or arrangement, whether legally or not, with any other person, firm or company to refrain from tendering for his contract or as to the amount of the tender to be submitted by either party;</p> <p>(v) Having disclosed to any other person, firm or company other than the employer, the exact or approximate amount of his proposed tender;</p> <p>(vi) The employer may, in addition to using any other legal remedies, repudiate the tender offer and acceptance and declare the Contract invalid should it have been concluded already.</p> <p>(l) The Tenderer acknowledged receipt of all addenda and alterations. Amendments and clarifications, according to the addenda, have been made and considered</p>
F3.17	<p><b>Copies of Contract</b></p> <p>The Employer will provide the successful Tenderer with 1 (one) paper copy of the signed contract.</p>



## T1.3 Standard Conditions of Tender

*These Standard Conditions of Tender have been reproduced, without any changes, from Appendix A of the CIDB Standardized Construction Procurement Documentation for Engineering Construction Works (May 2010).*

### F.1 General

#### F.1.1 Actions

##### F1.1.1.

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

##### F1.1.2.

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

Note 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of the person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decision taken.

##### F.1.1.3

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

#### F.1.2 Tender Documents

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

### F.1.3 Interpretation

#### F.1.3.1

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

#### F.1.3.2

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

#### F.1.3.3

For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- (a) **conflict of interest** means any situation in which
  - i) someone in a position of trust has competing professional or personal interest which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- (b) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- (c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- (d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- (e) **Organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- (f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

#### F.1.4 Communication and employer's agent

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

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

### **F.1.5.1**

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

### **F.1.5.2**

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

## **F.1.6 Procurement Procedures**

### **F.1.6.1 General**

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

### **F.1.6.2 Competitive Negotiation Procedure**

#### **F.1.6.2.1**

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

#### **F.1.6.2.2**

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

#### **F.1.6.2.3**

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

#### **F.1.6.2.4**

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

### **F.1.6.3 Proposal Procedure using two stage system**

#### **F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **F.1.6.3.2 Option 2**

##### **F.1.6.3.2.1**

Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

##### **F.1.6.3.2.2.**

The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

#### **F.2.1.1**

Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

#### **F.2.1.2**

Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Employer's written approval prior to do so prior to the closing time of tenders.

#### **F.2.2 Cost of tendering**

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

#### **F.2.3 Check documents**

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

#### **F.2.4 Confidentiality and copyright of documents**

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

#### **F.2.5 Reference documents**

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

#### **F.2.6 Acknowledge addenda**

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

#### **F.2.7 Site visit and clarification meeting**

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

#### **F.2.8 Seek clarification**

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

#### **F.2.9 Insurance**

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

#### **F.2.10 Pricing the tender offer**

##### **F.2.10.1**

Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such

duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2**

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

**F.2.10.3**

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

**F.2.10.4**

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

**F.2.12.1**

Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

**F.2.12.2**

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

**F.2.13 Submitting a tender offer**

**F.2.13.1**

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

**F.2.13.2**

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

#### **F.2.13.3**

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

#### **F.2.13.4**

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

#### **F.2.13.5**

Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

#### **F.2.13.6**

Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

#### **F.2.13.7**

Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

#### **F.2.13.8**

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

#### **F.2.13.9**

Accept that tender offers submitted by facsimile or email will be rejected by the Employer, unless stated otherwise in the tender data.

#### **F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

#### **F.2.15 Closing time**

#### **F.2.15.1**

Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

#### **F.2.15.2**

Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### **F.2.16 Tender offer validity**

##### **F.2.16.1**

Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

##### **F.2.16.2**

If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

##### **F.2.16.3**

Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

##### **F.2.16.4**

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

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

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

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

##### **F.2.18.1**

Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the



material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

#### **F.2.18.2**

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

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

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

#### **F.2.20 Submit securities, bonds, policies, etc.**

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

#### **F.2.21 Check final draft**

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

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

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

#### **F.2.23 Certificates**

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

### **F.3 The employer's undertakings**

#### **F.3.1 Respond to requests from the tenderer**

##### **F.3.1.1**

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

##### **F.3.1.2**

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

- a) An individual firm, or joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.

- b) The new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) In the opinion of the Employer, acceptance of the material change would compromise the prequalification process.

### **F.3.2 Issue Addenda**

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

### **F.3.3 Return late tender offers**

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

### **F.3.4 Opening of tender submissions**

#### **F.3.4.1**

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

#### **F.3.4.2**

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

#### **F.3.4.3**

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

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

#### **F.3.5.1**

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

#### **F.3.5.2**

Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score

in the quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

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

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

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

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

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

#### **F.3.8.1**

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

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

#### **F.3.8.2**

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

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

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

### **F.3.9 Arithmetical errors**

#### **F.3.9.1**

Check responsive tender offers for arithmetical errors between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

### **F.3.9.2**

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

- a) The gross misplacement of the decimal point in the unit rate,
- b) Omissions made in completing the pricing schedule or bills of quantities or
- c) Arithmetic errors in
  - Line item totals resulting from the product of unit rate and a quantity in bills of quantities or schedule of prices; or
  - The summation of the prices.

### **F3.9.2**

Notify the tenderers of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

### **F.3.9.3**

Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- (i) 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 as quoted shall govern, and the unit rate will 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.
- (ii) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

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

### **F.3.10 Clarification of a tender offer**

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

### **F.3.11 Evaluation of tender offers**

#### **F3.11.1 General**

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

#### **F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### **F.3.11.3 Method 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### **F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.

- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### **F.3.11.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P + N_Q$$

Where:

- $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
- $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
- $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### **F.3.11.6 Decimal Places**

Score financial offers, preferences and quality, as relevant, to two decimal places.

#### **F.3.11.7 Scoring Financial Offers**

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A \text{ where:}$$

$N_{FO}$  = the number of tender evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	$P/P_m$
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	$P_m/P$

Where:

$P_m$  = the comparative offer of the most favourable tender offer.

$P$  = the comparative offer of tender offer under consideration.

#### F.3.11.8 Scoring Preferences

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

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

#### F.3.11.9 Scoring quality (functionality)

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the formula:

$$N_o = W_2 \times S_o / M_s$$

Where  $S_o$  is the score for quality allocated to the submission under consideration

$M_s$  is the maximum possible score for quality in respect of a submission; and

$W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

#### F.3.12 Insurance provided by the employer

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

#### F.3.13 Acceptance of tender offer

##### F.3.13.1

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

- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement

- b) Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel to perform the contract.
- c) Has the legal capacity to enter the contract,
- d) Is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) Complies with the legal requirements, if any, stated in the tender data, and
- f) Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### **F.3.13.2**

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

#### **F.3.14 Notice to unsuccessful tenderers**

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

#### **F.3.15 Prepare contract documents**

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

- (a) addenda issued during the tender period,
- (b) inclusion of some of the returnable documents,
- (c) other revisions agreed between the employer and the successful tenderer, and
- (d) the schedule of deviations attached to the form of offer and acceptance, if any.

#### **F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

#### **F.3.17 Complete adjudicator's contract**

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

#### **F.3.18 Provide copies of the contracts**



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

**F.3.19 Provide written reasons for actions taken**

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

CLIENT REVIEW 1