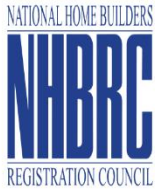


THE APPOINTMENT OF A CONTRACTOR TO PROVIDE REMEDIAL WORKS FOR HOUSE LILA AT ERF 4045, 19 BEAVER STREET, LEHAE EXT 1 IN JOHANNESBURG.



GAUTENG

Tel: +27 11 317 0000
Fax: +27 11 317 0105
Toll Free No: 0800 200 824
Fraud Hotline: 0800 203 698

PHYSICAL ADDRESS

27 Leeuwkop Road,
Sunninghill,
Johannesburg 2191

POSTAL ADDRESS

P. O. Box 461
Randburg, 2125
Docex 96 Randburg



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 (Act No. 5 of 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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THE TENDER

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

The National Home Builders Registration Council invites quotations for provision of Remedial Works for House Ramasodi at ERF 6425, Draaihals Street, Crystal Park Ext 57, Benoni.

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 development, extension, installation, renewal, renovation, alteration or dismantling of a permanent structure with the minimum contractor grading designation of 1 GB 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 e-tender website at www.equotations.gov.za, the i-tender website at www.cidb.org.za and NHBRC website at www.nhbrc.org.za from ...17 January 2023.....

COMPULSORY TENDER BRIEFING AND SITE INSPECTION

A compulsory clarification meeting with representatives of the Employer will take place at the House Lila at ERF 4045, 19 Beaver Street, Lehae Ext 1 in Johannesburg on ...25 January 2023.. at 11h00am.....

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 four stages with stage one focusing on initial screening on Supply Chain Management (SCM) returnable requirements, stage two focusing on prequalification consideration, stage three focusing on responsiveness to the functionality criteria and stage four 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...WEDNESDAY, 08 FEBRUARY 2023 AT 11H00AM...

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 relevant SCM buyer: Pheaha Motsoko (PheahaM@nhbrc.org.za)
- iv) Tender Bid No ...NHBRC/B1/RFQ001...

Late quotations will not be accepted.

INVITATION TO BID

**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/RFQ001	CLOSING DATE:	08 FEBRUARY 2023	CLOSING TIME:	11H00AM
DESCRIPTION	Appointment of A Contractor to provide Remedial Works for House Lila at ERF 4045, 19 Beaver Street, Lehae Ext 1 in Johannesburg, Gauteng Province on behalf of the National Home Builders Registration Council.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) OR AGREEMENT OF FORM OF OFFER AND ACCEPTANCE.					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *NHBRC Buyers Email address*

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	Mr. Kenny Makau
CONTACT PERSON	Mr Pheaha Motsoko	TELEPHONE NUMBER	065 860 8781
TELEPHONE NUMBER	011 317 0320	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Lejanem@nhbrc.org.za
E-MAIL ADDRESS	pheaham@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)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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

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 email address. If the bid is late, it will not be accepted for consideration.

Email address for the submission mammam@nhbrc.org.za

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, JBCC Minor Works agreement and any other special conditions of contract specified by NHBRC.

TECHNICAL ENQUIRIES

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

Name: Mr Lejane Kenny Makau (CONCILIATION OFFICER)

Office Telephone No.: (072) 017 2938

E-mail: Lejanem@nhbrc.org.za

Name: Mr Wezi Phiri (ENGINEER)

Office Telephone No.: (011) 317 0143

E-mail: wezip@nhbrc.org.za

Name: Mr Waldo Van Rooyen (QUANTITY SURVEYORS)

Office Telephone No.: (011) 317-0118

E-mail: WaldoR@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 C1.3 – Construction guarantee</p> <p>Part C2 - Pricing Data</p> <p>C2.1 – Pricing Instructions C2.2 – Bill of Quantities</p> <p>Part C3 - Scope of Works</p> <p>C3.1 – Description of the works C3.2 – Construction 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: Mamma Matlou (SCM Representative)</p>

	Address: NHBRC Head Office Reception 27 Leeuwkop Road, Sunninghill, 2191 E-mail: pheaham@nhbrc.org.za
C.1.5	Cancellation and Re-Invitation of Quotations
C.1.5.1	An employer may, prior to the award of the tender, cancel a tender if- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable quotations are received. d) there is a material irregularity in the tender process.
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																					
C.2.1	<p>Eligibility</p> <p>Only those tenderers who satisfy the following criteria are eligible to submit quotations:</p> <p>a) CIDB registration</p> <p>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 GB 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.</p> <p>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.</p> <p>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.</p> <table border="1" data-bbox="328 1400 1476 1937"> <thead> <tr> <th data-bbox="328 1400 587 1458">Category of tender</th> <th data-bbox="587 1400 1098 1458">Upper limits per CIDB Regulation 17</th> <th data-bbox="1098 1400 1476 1458">Employer's allowable margins</th> </tr> </thead> <tbody> <tr> <td data-bbox="328 1458 587 1516">GB 1</td> <td data-bbox="587 1458 1098 1516">R0.5 m</td> <td data-bbox="1098 1458 1476 1937" rowspan="8">The Employer will use its discretion in terms of CIDB Practice Note 3 on allowable margins to be accepted</td> </tr> <tr> <td data-bbox="328 1516 587 1574">GB 2</td> <td data-bbox="587 1516 1098 1574">R1.0 m</td> </tr> <tr> <td data-bbox="328 1574 587 1632">GB 3</td> <td data-bbox="587 1574 1098 1632">R3.0 m</td> </tr> <tr> <td data-bbox="328 1632 587 1691">GB 4</td> <td data-bbox="587 1632 1098 1691">R6.0 m</td> </tr> <tr> <td data-bbox="328 1691 587 1749">GB 5</td> <td data-bbox="587 1691 1098 1749">R10.0 m</td> </tr> <tr> <td data-bbox="328 1749 587 1807">GB 6</td> <td data-bbox="587 1749 1098 1807">R20.0 m</td> </tr> <tr> <td data-bbox="328 1807 587 1865">GB 7</td> <td data-bbox="587 1807 1098 1865">R60.0 m</td> </tr> <tr> <td data-bbox="328 1865 587 1937">GB 8</td> <td data-bbox="587 1865 1098 1937">R200.0 m</td> </tr> </tbody> </table>		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 Practice Note 3 on allowable margins to be accepted	GB 2	R1.0 m	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
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	<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</p>																					

	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 GB 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.
C.2.1.1	Only those bidders who satisfy the following eligibility criteria are eligible to submit quotations: (a) Availability of resources (b) Availability of skills to manage and perform the contract – including staff which satisfies EPWP requirements (see further requirements under C.3.1.4) (c) Previous experience on contracts of a similar value and nature (d) A letter on the companies' letterhead stating that the contractor has sufficient capacity to execute the project
C.2.2	Cost of Tendering
C.2.2.1	The Employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the Employer
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 <p style="color: red;">A compulsory clarification meeting with representatives of the Employer and it will take place at House Lila at ERF 4045, 19 Beaver Street, Lehae Ext 1 in Johannesburg on Wednesday, 25 January 2023 at 11h00am</p> Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and quotations will be received only from those tendering entities appearing on the attendance list.
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

	Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
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	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.
C.2.13.6	Bidders are requested to deliver the submission in two envelopes. The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Title to appear on envelope one(1): 1. CONTRACT NO. NHBRC/B1/RFQ001 (TECHNICAL PROPOSALS) Appointment of A Contractor to provide Remedial Works for House Lila at ERF 4045, 19 Beaver Street, Lehae Ext 1 in Johannesburg, Gauteng Province on behalf of the National Home Builders Registration Council. This envelope must contain the Returnables, SCM Documentation and Relevant Annexures. This envelope must contain printed copies of all the pages in this document, duly completed and signed, but excluding

	<p>the pricing schedules (schedule of quantities), which must be submitted in a separate envelope as detailed below.</p> <p>Title to appear on envelope two(2):</p> <p>2. CONTRACT NO: NHBRC/B1/RFQ001 (FINANCIAL PROPOSALS)</p> <p>Appointment of A Contractor to provide Remedial Works for House Lila at ERF 4045, 19 Beaver Street, Lehae Ext 1 in Johannesburg, Gauteng Province on behalf of the National Home Builders Registration Council.</p> <p>This envelope will contain the Pricing Schedules (Bills of Quantities) AND Contract Agreement</p> <p>For identification purposes, bidders are requested to ensure that the envelopes containing the company's quotations are clearly marked and are easily identifiable by the company's logo or name.</p> <p>Location of tender box: Ground Floor of the Department of National Home Builders Registration Council</p> <p>Physical address: Location of tender box: NHBRC Head Office Reception</p> <p>Physical address: 27 Leeuwkop Road, Sunninghill, 2191</p> <p>Identification details: TENDER BOX</p>
C.2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
C.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer.
C.2.14	<p>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 for submission of tender offers is: Wednesday, 08 February 2023.....</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 120 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	Inspections, tests and analysis

	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
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.
<p>Add the following new clause</p> <p>C2.24</p>	<p>Canvassing and obtaining of additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the 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>
<p>Add the following new clause</p> <p>C2.25</p>	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> 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 Finance Management Act, 1999 (Act No.1 of 1999); f) a member of the accounting authority of any national or provincial public entity; or g) An employee of Parliament or a provincial legislature. <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.3.2	<p>Issue Addenda</p> <p>Addenda will be issued until five (5) working days before the tender closing time.</p>
C.3.5	<p>The time for the closing of RFQ : <u>11h00am</u> on 08 February 2023 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> <ol style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ol style="list-style-type: none"> 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.
C.3.9.2	<p>The arithmetical errors shall be corrected in the following manner:</p> <ol style="list-style-type: none"> a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. c) Where there is an error in the total of the prices either as a result of other Corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.</p>
C.3.11	<p>Functionality, Price and Preference</p> <p>The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of quotations will be undertaken in 4 stages.</p>
	Stage 1: Initial screening (pre-compliance) on Supply Chain Management returnable requirements

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

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

Item No.	Administrative Requirements	Check/Compliance	Non-submission shall result in disqualification
1	Master Bid Document	provided and bound	*YES
2	1 Copy of Bid Document	provided and bound	**NO
3	Electronic copy (USB/DISK)	Provided and similar to Master Bid Document	**NO
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 Form in terms of the Preferential Procurement Regulations 2017	Completed and signed	*YES
10	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

*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)

**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.

Stage 2: Pre-Qualification Criteria

The following pre-qualification criteria will apply and all quotations that do not meet pre-qualification requirements will be disqualified and will not be evaluated further on mandatory requirements.

- a) Only contractors (s) who are EME/ QSE which are at least 51% owned by black people will be considered for this bid as per Preferential Procurement Regulations 2017. Contractors (s) are required to submit an original or certified copy of the EME/ QSE B-BBEE Status Level of contributor issued by SANAS only or an original /certified copy of the DTI sworn affidavit in terms of Codes of good practice indicating that a contractor is an EME/ QSE. Failure to submit an original or certified copy of B-BBEE Status Level of contributor or an original/ certified copy of the DTI sworn affidavit will result on bid being non-responsive or disqualified.

Stage 3: Mandatory Requirements

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

Criteria	Yes/No
Main contractor must have a CIDB contractor grading designation of 1 GB or higher	
A contractor must attend a compulsory clarification/ briefing meeting on the date and time published on the advert	

Stage 4: Functional Evaluation

The Functional Evaluation will be carried out to assess the Bidder’s suitability to undertake the project, the Bidder’s Company Experience, Current Resource, Current Expertise and project cost will be evaluated.

Bidders who fail to obtain a minimum 75% for functionality under stage 3 will not be considered further.

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

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

- i) In order to qualify for maximum points, the bidder’s Contractor must have completed construction of **at least one (1) BUILDING, RENOVATIONS AND ALTERATIONS related projects over the last 5 years**. (1 project gets 1, 2 projects get 2, 3 projects get 3, 4 projects get 4, 5 or more projects get 5
- ii) Site foreman qualifications
- iii) In order to qualify for maximum points, the bidder must have in its employment one experienced site manager – should be a sheet where they provide their organogram and attach CV – site personnel should be identified in that sheet. Number of years for maximum points: 5 years or more score maximum points.

iv) Project plan/methodology

Functional Evaluation Criterion Summary

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

CRITERION	POINTS
Contractor Experience	30
Qualifications of Site Manager	30
Experience of Site Manager	20
Project Plan/Methodology	20
TOTAL POINTS	100

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

EVALUATION MATRIX

Bidder's **Company Experience, Current Resources and Current Expertise** will be evaluated as per the matrix below.

The following values/ indicators will be applicable when evaluating functionality:

CRITERIA	SUB-CRITERIA/CLAUSE		MAX SCORE	EVIDENCE
EXPERIENCE OF CONTRACTOR COMPLETED PROJECTS	This sub criterion covers the experience of the company in building, renovation, alteration or dismantling of a permanent structure project completed by the company over the last 5 years		30	Copies of Completion Certificates/ Reference Letters
		Indicator		
	More than 5 similar projects successfully completed	5		
	5 similar projects successfully completed	4		
	4 similar projects successfully completed	3		
QUALIFICATION OF SITE MANAGER	This sub criterion covers the Qualification of the Site Manger		30	Certified copies of the original Qualifications - Fill in forms attached
		Indicator		
	Relevant Bachelor degree/BTech	5		
	Relevant National Diploma	4		
	Relevant qualification certificate at the N4 or equivalent level	3		

		At least 1 relevant artisan certificate (trade test completed, registered with a professional body)	2		
		At least 1 recognized training course completed	1		
		No qualification	0		
	EXPERIENCE OF SITE MANAGER	This sub criterion covers the Experience of Site Manger. The experience shall be relevant to the scope of work	Indicator	20	Detailed CV listing relevant experience - Fill in forms attached
		5 or more years experience	5		
		4 years and less than 5 years experience	4		
		3 years and less than 4 years experience	3		
	PROJECT PLAN AND METHODOLOGY	This sub criterion covers the project plan and methodology	Indicator	20	Project Plan and Methodology
		Project plan well broken down with methodology, deliverables, timeframe/milestone, quality assurance & management of the project including staff deployment to each activity/deliverables	5		
		Project plan provided with methodology, deliverables, timeframe/milestone & management of the project	4		
		Project plan provided with clear deliverables & timeframes/milestones	3		
		Project plan provided with no clear deliverables & timeframes/milestones	2		
		Project plan provided without milestones and how the deliverables will be attained	1		
		No information provided	0		
		TOTAL			
	<p>Stage 4: Price and B-BBEE</p> <p>The procedure for the evaluation of responsive quotations is Method 2 where the tender is evaluated in terms of price and preferences. The score for the financial offer will be calculated using Formula 2 (option 1) of SANS294. The 80/20 Preference points system will be used, with a maximum of 80 is allocated for price on the following basis:</p>				

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

Where

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

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

C.3.13.1

Tender offers will only be accepted on condition that:

- a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- b) the bidder or any of its directors is not listed in the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) the bidder has not:
 - i. abused the Employer's Supply Chain Management System; or
 - ii. failed to perform on any previous contract and has been given a written notice to this effect.
- d) Has completed the Compulsory Enterprise Questionnaire, 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

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

C.3.18

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

PART T2: RETURNABLE DOCUMENTS AND 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.***

THE FOLLOWING DOCUMENTS MUST BE FURNISHED (FAILURE TO SUBMIT COMPULSORY DOCUMENTATION WILL RESULT IN YOUR BID BEING DISQUALIFIED)		YES	NO
1	Tax Compliance (Provide PIN)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2	B-BEE Certificate issued by SANAS accredited verification agent/ OR AFFIDAVIT FOR EME/QSE ON DTI FORMAT	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3	Proof of valid registration with CIDB	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4	Signed Bidder's Disclosure	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6	Valid COID certificate issued by the Department of Labour	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7	Submit an original Briefing session certificate of attendance	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8	Fully Completed and Signed all other SBD forms	Yes <input type="checkbox"/>	No <input type="checkbox"/>

T2.2 RETURNABLE SCHEDULES

Insert all the Forms required and re-number them

FORM A: ATTENDANCE REGISTER OF THE COMPULSORY CLARIFICATION MEETING

**ATTACH THE ATTENDANCE
REGISTER OF THE
COMPULSORY CLARIFICATION
MEETING**

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		NO	
-----	--	----	--

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		NO	
-----	--	----	--

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.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE.....
ADDRESS.....
.....
.....
.....

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**

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:

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.

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 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

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.

FORM H: OHS ACT DECLARATION AND SUBMISSION

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

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

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

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

Signature	_____	Date	_____
Name	_____	Capacity	_____
Bidder	_____		

FORM I: COID CERTIFICATE ISSUED BY DEPARTMENT OF LABOUR

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

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

Signature	_____	Date	_____
Name	_____	Capacity	_____
Bidder	_____		

ATTACH AFTER THIS PAGE

FORM J: SCHEDULE OF BIDDER'S EXPERIENCE IN BUILDING, RENOVATIONS AND ALTERATIONS PROJECTS

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

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

- i) In order to qualify for maximum points, the bidder's Contractor must have completed construction of **more than one (1) building related project**
- ii) Main contractor must have a CIDB contractor grading designation of **1 CB** or higher.

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

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

L: EXPERIENCE OF NOMINATED PERSONNEL

Bidders must have in their full time employment an experienced Site Agent who has previously worked on BUILDING, RENOVATIONS AND ALTERATIONS projects. The information will be verified with the references provided. The bidder must have in its employment a:-

- i) Site Agent with 5 years' experience in site management of BUILDING, RENOVATIONS AND ALTERATIONS projects, in order to score maximum points.

NB:

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

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

TYPICAL FORMS TO BE COMPLETED BY THE BIDDERS

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

FORM L (i) Site Agent

Post	Name	Qualifications (Diploma, Degree in Build Environment)	Experience in years
Site Agent			

Bidders are required to submit as attachments after this page, the certified copies of qualifications of the Site Agent.

Signature _____ Date _____

Name _____ Capacity _____

Bidder _____

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

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

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

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

Signature _____

Date_____

Name _____

Capacity_____

Bidder _____

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

APPOINTMENT OF A CONTRACTOR TO PROVIDE REMEDIAL WORKS FOR HOUSE RAMASODI AT ERF 6425, DRAAIHALS STREET, CRYSTAL PARK EXT 57 IN BENONI, GAUTENG PROVINCE ON BEHALF OF THE NATIONAL HOME BUILDERS REGISTRATION COUNCIL.

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:	Appointment of A Contractor to provide Remedial Works for House Lila at ERF 4045, 19 Beaver Street, Lehae Ext 1 in Johannesburg, Gauteng Province on behalf of the National Home Builders Registration Council.
CONTRACT NO:	
C.1.2 Contract Data	
<p>The National Treasury Government Procurement General Conditions of Contract will be applicable to all</p> <p>The Conditions and Special Conditions of Contract for construction work are clauses 1 to 20 of the JBCC Series 2000 Minor Works Agreement (Edition 5.2 of May 2018) published by the Joint Building Contracts Committee with additions, deletions and alterations (SCC) as indicated in the Contract Data. Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)</p> <p>The JBCC Minor Works Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities, and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Minor Works Agreement.</p> <p>Each item of data given below is cross-referenced to the clause in the JBCC Minor Works Agreement to which it mainly applies.</p>	
Part 1: Data provided by the Employer	
Clause	Data
1.1.	<p>Clause 1.1. Definitions and interpretations</p> <p>Replace the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording: AGREEMENT means the completed Form of Offer and Acceptance, the completed JBCC® Minor "Works Agreement and JBCC® contract data for organs of state and other public sector bodies," the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representatives of the parties BILLS OF QUANTITIES means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.</p> <p>CONSTRUCTION PERIOD means the period commencing on the date of possession of the site by the contractor and ending on the date of practical completion</p> <p>CONTRACT DOCUMENTS means the Agreement and all documents referenced therein.</p> <p>CONTRACT DRAWINGS means the drawings listed in the Scope of Work.</p> <p>CONTRACT SUM means the total of prices in the Form of Offer and Acceptance.</p>

	<p>SCHEDULE means the variables listed in the Contract Data.</p> <p>CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information.</p> <p>EMPLOYER The name of the Employer is National Home Builders Registration Council, represented by Mr. Songezo Booi and/or such persons or person duly authorised to be the Employer in writing.</p> <p>INTEREST means interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State</p> <p>PRINCIPAL AGENT means the NHBRC conciliation officer</p>
2.0	<p>Amend 2.5 Payment guarantee</p> <p>The employer shall issue a Purchase Order to the contractor</p>
3.0	<p>Clause 3.0 Risk and Insurance</p> <p>Add the following as 3.6.1</p> <p>Damage to the works</p> <p>The contractor shall, from the date of possession of the site until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary.</p> <p>When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs</p> <p>Injury to persons or loss of or damage to property.</p> <p>The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss,</p>

	<p>claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract</p>
	<p>It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 3.1. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of possession of the site, but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so</p>
	<p>The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 3.1</p> <p>3.1 Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole</p>
5.0	<p>Amend 5.1.1 to read as follows:</p> <p>The employer shall issue the contractor with a Purchase Order before commencement of the works</p>
13.0	<p>Clause 13.9: Retention Money</p> <p>The limit on retention is: 10% of the Contract Price.</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						
1.1.1.9	The name of the Contractor is:						
1.2.1.2	The address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: e-mail:						
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Type of Security</th> <th style="width: 30%;">Contractor's choice Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td style="color: red;">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 style="color: red;">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.	
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.							
6.5.1.2.3	The percentage allowance to cover overhead charges is%.						

C1.3 CONSTRUCTION GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expire Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

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

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

Signed at

Date

Guarantor's signatory: (1)

Capacity

Guarantor's signatory: (2)

PART C2: PRICING DATA AND BILL OF QUANTITIES

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C2.2 Bill Of Quantities	62

C2.1 PRICING INSTRUCTIONS

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

2. MASSES AND MEASURING UNITS

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

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

3. PRICES FOR VARIATIONS

Where prices or quotations for variations are submitted by the Contractor during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Engineer and NHBRC quantity Surveyor and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.

4. SCALE

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

5. PROVISIONAL ITEMS

"All items described as ""Provisional"" shall be used as directed by the Employer and measured and valued or paid for.

No work for which ""Provisional"" items are allowed shall be commenced without written instructions from the Engineer."

6. TIMELY ORDERING OF MATERIALS

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

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

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

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

Standard System of Measuring Builders Work (6th Edition)

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

8. BILLS OF QUANTITIES/LUMP SUM DOCUMENT

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

9. VALUE ADDED TAX

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

C2.2 BILL OF QUANTITIES

SEE ATTACHED PDF BOQ

PART C3: SCOPE OF WORK

C3.1	DESCRIPTION OF THE WORKS (REPORT)	<u>Page</u> 64
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Status

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

Drawings
Scope of Work
Standardised Specifications

C3.1 DESCRIPTION OF WORKS

SEE ENGINEERS REPORT ATTACHED

PART C4: SITE INFORMATION

C4.1 LOCATION FOR THE WORKS

The project is located at ERF 4045, 19 Beaver Street, Lehae Ext 1 in Johannesburg, Gauteng Province.

NAME	CO-ORDINATES	

C4.2 DESCRIPTION OF SITE AND ACCESS

N/A

THE APPOINTMENT OF A CONTRACTOR TO PROVIDE REMEDIAL WORKS FOR HOUSE LILA AT ERF 4045, 19 BEAVER STREET, LEHAE EXT 1 IN JOHANNESBURG.