

INTERITE PROPERTY MANAGEMENT SERVICES

CONDITIONS OF TENDER

General

- Actions** 1 INTERSITE's *Representative* and each *tenderer* submitting a tender shall act as stated in these Conditions of Tender and in a manner which is fair, equitable, transparent, competitive and cost-effective.
- Interpretation** 2 Terms shown in *italics* vary for each tender. The details of each term for this tender are identified in the Scope of work/ specification. Terms shown in capital initials are defined terms in the appropriate conditions of contract.
- 3 Any additional or amended requirements in the Scope of work/ specification, and additional requirements given in the Schedules in the *tender returnables* are deemed to be part of these Conditions of Tender.
- 4 The Conditions of Tender and the Scope of work/ specification shall not form part of any contract arising from this invitation to tender.
- Communication** 5 Each communication between INTERSITE and a *tenderer* shall be to or from INTERSITE's *Representative* only, and in a form that can be read, copied and recorded. Communication shall be in the English language. INTERSITE takes no responsibility for non-receipt of communications from or by a *tenderer*.
- INTERSITE's rights to accept or reject any tender** 6 INTERSITE may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. INTERSITE or INTERSITE's *Representative* will not accept or incur any liability to a *tenderer* for such cancellation and rejection, but will give reasons for the action. INTERSITE reserves the right to accept the whole of any part of any tender.
- 7 After the cancellation of the tender process or the rejection of all tenders INTERSITE may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.

2 Tenderer's obligations

The *tenderer* shall comply with the following obligations when submitting a tender and shall:

- Eligibility** 1 Submit a tender only if the *tenderer* complies with the criteria stated in the Scope of work/ specification.

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| Cost of tendering | 2 | Accept that INTERSITE will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender. |
| Check documents | 3 | Check the <i>tender documents</i> on receipt, including pages within them, and notify INTERSITE's <i>Representative</i> of any discrepancy or omissions in writing. |
| Copyright of documents | 4 | Use and copy the documents provided by INTERSITE only for the purpose of preparing and submitting a tender in response to this invitation. |
| Standardised specifications and other publications | 5 | Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>tender documents</i> by reference. |
| Acknowledge receipt | 6 | Preferably complete the Receipt of invitation to submit a tender form attached to the Letter of Invitation and return it within five days of receipt of the invitation. |
| | 7 | Acknowledge receipt of Addenda to the <i>tender documents</i> , which INTERSITE's <i>Representative</i> may issue, and if necessary apply for an extension to the <i>deadline for tender submission</i> , in order to take the Addenda into account. |
| Site visit and / or clarification meeting | 8 | Attend a site visit and/or clarification meeting at which <i>tenderers</i> may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions, if provided for in the Scope of work/ specification. Details of the meeting are stated in the Scope of work/ specification. |
| Seek clarification | 9 | Request clarification of the <i>tender documents</i> , if necessary, by notifying INTERSITE's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> . 3 days |
| Insurance | 10 | Be informed that the extent (if any) of insurance provided by INTERSITE may not be for the full cover required in terms of the relevant category listed in the <i>conditions of contract</i> , the <i>tenderer</i> is advised to seek qualified advice regarding insurance. |
| Pricing the tender | 11 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i> . |
| | 12 | Show Value Added Tax (VAT) payable by INTERSITE separately as an addition to the tendered total of the prices. |

- 13 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the *conditions of contract*.
- 14 State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected *conditions of contract* may provide for part payment in other currencies.
- Alterations to documents** 15 Not make any alterations or additions to the *tender documents*, except to comply with instructions issued by INTERSITE's *Representative* or if necessary to correct errors made by the *tenderer*. All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like.
- Alternative tenders** 16 Submit alternative tenders only if a main tender, strictly in accordance with all the requirements of the *tender documents* is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the *tender documents* with the alternative requirements the *tenderer* proposes.
- 17 Accept that an alternative tender may be based only on the criteria stated in the Scope of work/ specification and as acceptable to INTERSITE.
- Submitting a tender** 18 Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Scope of work/ specification.
- NOTE:** 19 ***Return the tender returnables (supplier information form with supporting documentation), valid tax clearance certificate, proof of registration with UIF, pricing schedule, audited financial statements to INTERSITE, completing without exception, all the RCC forms, data and schedules included therein. Failure to submit all the required documentation will lead to disqualification***
- 20 Submit the tender as an original plus the number of copies stated in the Scope of work/ specification and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.
- 21 Sign the original and all copies of the tender where indicated. INTERSITE will hold the signatory duly authorised and liable on behalf of the *tenderer*.

- 22 Seal the original and each copy of the tender as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside INTERSITE's address and invitation to tender number stated in the Scope of work/ specification, as well as the *tenderer's* name and contact address.
- 23 Seal original and copies together in an outer package that states on the outside only INTERSITE's address and invitation to tender number as stated in the Scope of work/ specification. The outer package must be marked "CONFIDENTIAL"
- 24 Accept that INTERSITE will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

Note:

INTERSITE prefers not to receive tenders by post, and takes no responsibility for delays in the postal system or in transit within or between INTERSITE offices.

INTERSITE prefers not to receive tenders by fax, INTERSITE takes no responsibility for difficulties in transmission caused by line or equipment faults.

Where tenders are sent via courier, INTERSITE takes no responsibility for tenders delivered to any other site than the tender office.

INTERSITE employees are not permitted to deposit a tender into the INTERSITE tender box on behalf of a tenderer, except those lodged by post or courier.

Closing time

- 25 Ensure that INTERSITE has received the tender at the address and in the tender box or fax specified in the Scope of work/ specification no later than the *deadline for tender submission*. Proof of posting will not be taken by INTERSITE as proof of delivery. INTERSITE will not accept a tender submitted telephonically, E-mail or by telegraph unless stated otherwise in the Scope of work/ specification.
- 26 Accept that, if INTERSITE extends the *deadline for tender submission* for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

Tender validity

- 27 Hold the tender(s) valid for acceptance by INTERSITE at any time within the *validity period* after the *deadline for tender submission*.
- 28 Extend the *validity period* for a specified additional period if INTERSITE requests the *tenderer* to extend it. A *tenderer* agreeing to the request will not be required or permitted to modify a tender, except to the extent INTERSITE may allow for

the effects of inflation over the additional period.

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| Clarification of tender after submission | 29 | Provide clarification of a tender in response to a request to do so from INTERSITE's <i>Representative</i> during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by INTERSITE's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the <i>tenderer</i> as corrected by INTERSITE's <i>Representative</i> with the concurrence of the <i>tenderer</i> , shall be binding upon the <i>tenderer</i> |
| Submit bonds, policies etc. | 30 | If instructed by INTERSITE's <i>Representative</i> (before the formation of a contract), submit for INTERSITE's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i> . |
| | 31 | Undertake to check the final draft of the contract provided by INTERSITE's <i>Representative</i> , and sign the Form of Agreement all within the time required by these Conditions of Tender in paragraphs 3.19, 3.20 and 3.22 for INTERSITE to sign and issue the contract. |
| | 32 | Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent must be submitted with the tender. |
| Fulfil BEE requirements | 33 | Comply with INTERSITE's requirements regarding BEE Suppliers. |

3 INTERSITE's undertakings

INTERSITE, and INTERSITE's *Representative*, shall:

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| Respond to clarification | 1 | Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i> . The response is notified to all <i>tenderers</i> . |
| Issue Addenda | 2 | If necessary, issue to each <i>tenderer</i> from time to time during the period from the date of the Letter of Invitation until the <i>closing time for clarification of queries</i> , Addenda that may amend, amplify, or add to the <i>tender documents</i> . If a <i>tenderer</i> applies for an extension to the <i>deadline for tender submission</i> , in order to take Addenda into account in preparing a tender, INTERSITE may grant such an extension and INTERSITE's <i>Representative</i> |

shall notify the extension to all *tenderers*.

Return late tenders	3	Return tenders received after the <i>deadline for tender submission</i> unopened to the <i>tenderer</i> submitting a late tender. Tenders will be deemed late if they are not on the designated fax or in the designated tender box at the date and time stipulated as the deadline for tender submission.
Non-disclosure	4	Not disclose to <i>tenderers</i> , or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract.
Grounds for rejection	5	Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award.
Disqualification	6	Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender.
Test for responsiveness	7	Determine before detailed evaluation, whether each tender properly received <ul style="list-style-type: none">• meets the requirements of these Conditions of Tender,• has been properly signed, and• is responsive to the requirements of the <i>tender documents</i>.
	8	Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material deviation or qualification. A material deviation or qualification is one which, in INTERSITE 's opinion would <ul style="list-style-type: none">• detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,• change INTERSITE's or the <i>tenderer's</i> risks and responsibilities under the contract, or• affect the competitive position of other <i>tenderers</i> presenting responsive tenders, if it were to be rectified.
Non-responsive tenders	10	Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
Arithmetical errors	11	Check responsive tenders for arithmetical errors, correcting them as follows: <ul style="list-style-type: none">• Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.• If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall

govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected.

- 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, if any, will be corrected.

- 12 Reject a tender if the *tenderer* does not accept the corrected total of the Prices (if any).
- Evaluating the tender** 13 Evaluate responsive tenders in accordance with the procedure stated in the Scope of work/ specification. The evaluated tender price will be disclosed only to the relevant INTERSITE tender committee and will not be disclosed to *tenderers* or any other person.
- Clarification of a tender** 14 Obtain from a *tenderer* clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
- Acceptance of tender** 15 Notify INTERSITE's acceptance to the successful *tenderer* before the expiry of the *validity period*, or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between INTERSITE and the successful *tenderer*.
- Notice to unsuccessful tenderers** 16 After the successful *tenderer* has acknowledged INTERSITE's notice of acceptance, notify other *tenderers* that their tenders have not been accepted, following INTERSITE's current procedures.
- Prepare contract documents** 17 Revise the contract documents issued by INTERSITE as part of the *tender documents* to take account of
 - Addenda issued during the tender period,
 - inclusion of some of the *tender returnables*, and
 - other revisions agreed between INTERSITE and the successful *tenderer*, before the issue of INTERSITE's notice of acceptance (of the tender).
- Issue final contract** 18 Issue the final contract documents to the successful *tenderer* for acceptance within one week of the date of INTERSITE's notice of acceptance.
- Sign Form of Agreement** 19 **Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of INTERSITE's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party comply with**

- Complete
Adjudicator's
Contract**
- 20 **the request.** Unless alternative arrangements have been agreed, arrange for both parties to complete and sign the Form of Agreement and Contract Data for the NEC Adjudicator's Contract with the selected adjudicator.
- Provide copies of
the contracts**
- 21 Provide to the successful *tenderer* the number of copies stated in the Scope of work/ specification of the signed copy of the contracts within three weeks of the date of INTERSITE's acceptance of the tender.