



## REQUEST FOR QUOTATIONS (RFQ)

<p>You are hereby invited to submit Quotation for the requirements of</p> <p><b>SAFCOL SOC LTD</b></p>	
<b>RFQ number:</b>	RFQ/110/316/2023
<b>RFQ Issue Date</b>	23 January 2024
<b>Closing date and Time</b>	<u>09 February 2024</u> At 12:00PM (Late submissions will NOT be accepted)
<b>Compulsory Briefing session</b>	<p><b>Date: 02 February 2024</b></p> <p><b>Time: 11:00AM</b></p> <p><b>Venue: Mayflower, Magate near MP Magagula High school</b></p>
<b>RFQ validity period:</b>	60 days (commencing from the RFQ Closing Date)
<b>RFQ Description:</b>	CONSTRUCTION OF MAYFLOWER MULTIPURPOSE CENTRE (TIMBER FRAME STRUCTURE)
<b>Contact Person:</b>	<p><b>Sibongiseni Mgushelo</b></p> <p><b>013 754 2700 Ext 2870</b></p> <p><b>Cell: 0664790612</b></p>
<b>Enquiries for specification</b>	<p><b>For enquiries ONLY send email to</b></p> <p><b><a href="mailto:sibongiseni.mgushelo@safcol.co.za">sibongiseni.mgushelo@safcol.co.za</a></b></p>
<b>RFQ responses must be emailed to:</b>	<p><b><a href="mailto:RFQHighveld@safcol.co.za">RFQHighveld@safcol.co.za</a></b></p> <p>Please use the RFQ Number on the subject of the email when responding to this RFQ</p> <p>Submissions/quotations not sent to <b><a href="mailto:RFQHighveld@safcol.co.za">RFQHighveld@safcol.co.za</a></b> will not be considered.</p>

**NAME OF SERVICE PROVIDER:** \_\_\_\_\_

**TOTAL PRICE (INCL VAT):** \_\_\_\_\_

### CONDITIONS OF THIS RFQ

- Service providers must complete in full the RFQ document and ensure that quotation is on the **company letterhead**.
- Quotations must be e-mailed to the address provided herein All service providers must submit their B-BBEE Verification Certificates from Verification Agencies accredited by the South African Accreditation System (SANAS) OR an EME/ QSE sworn affidavit **signed by the EME representative and attested by a Commissioner of Oaths**
- Late and incomplete submissions will not be accepted.
- Any bidder who has reasons to believe that the RFQ specification is based on a specific brand must inform SAFCOL before RFQ closing date.
- All SBD documents must be always signed and sent back with the quotation.
- Service Providers bidding as a Joint Venture - Consolidated BEE certificate in cases of Joint Venture

### SPECIAL CONDITIONS OF THIS RFQ

- Accepted RFQ's will be communicated by way of an official purchase order or a promissory note signed by a duly authorised official. Accordingly, no goods; services or works must be prepared or delivered before an official purchase order or a promissory note is received by the respondent.
- All prices quoted must be firm and be inclusive of Value Added Tax (VAT), where applicable.
- The lowest or any offer will not necessarily be accepted and SAFCOL reserves the right to accept any offer either in full or in part.
- The offer shall remain binding and open for acceptance by SAFCOL during the validity period indicated and calculated from the closing time and date of this RFQ.
- Safcol reserves the right not to make an appointment for this RFQ.
- Bids will only be accepted if the tenderer is actively registered with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- This RFQ is based on the NEC4 Engineering and Construction Short Contract.
- The financial offer will be reduced to a comparative basis using the Bid Assessment Schedule.
- Failure to tender a reasonable Fee Percentage may compromise the competitiveness of the Bidder.

### PROTECTION OF PERSONAL INFORMATION

- In responding to this RFQ, SAFCOL acknowledges that it may obtain and have access to personal data of the respondents. SAFCOL agrees that it shall only process the information disclosed by bidders in their response to this RFQ for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
- Furthermore, SAFCOL will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, SAFCOL requires Respondents to process any personal information disclosed by SAFCOL in the bidding process in the same manner.

**REASONS FOR DISQUALIFICATION**

Service providers will be disqualified for the following:

1. Non-compliance tax status at the time of award, verification of tax compliance status will be verified with Central Supplier Database (CSD) or through SARS's e-Filing. Service providers will be given 7 working days to rectify their tax compliance status with SARS. If the tax status is still non-compliant after 7 working days, the service provider will be disqualified from further evaluation.
2. Submitted information that is fraudulent; factually untrue or inaccurate for example membership that do not exist; B-BBEE credentials; experience etc.
3. Service providers who made false declarations on the Standard Bidding Documents or misrepresented facts and or;
4. Service providers who are listed on the National Treasury's Database of restricted suppliers and defaulters.
5. Failure to quote in line with the specification.
6. Failure to sign the form of offer and acceptance.
7. The Bidder's attention is drawn to Part 2 of the Contract Data which requires the Bidder to tender a Fee Percentage. Failure to tender the Fee Percentage will render the bid non-responsive.

I hereby accept the above-mentioned conditions.

**NAME OF BIDDER\_(COMPANY\_NAME) ..... SIGNATURE.....**

**CAPACITY..... DATE.....**

**THE SCOPE OF WORK**

**The Scope is in Part C3: Scope of Work**

**RETURNABLE DOCUMENTS**

**Returnable Schedules required for tender evaluation purposes:**

- Fully completed and signed RFQ.
- Latest/Valid BBBEE certificate- SANAS Accredited or sworn affidavit for EME/QSE
- Company CK documents
- Full CSD Registration Report or (MAAA number)
- ID copies of company directors

**Returnable documents that will be used for tender evaluation purposes and be incorporated into the contract:**

- C1.1: Offer portion of Form of Offer and Acceptance (Failure to sign the form of offer and acceptance will render the tender “non-responsive”)
- C1.2: Contract Data (Part 2)
- C2.2: the Price List
- Proposed Construction Programme for the works (to become the accepted programme)
- CV and qualifications of the proposed key person: Construction Manager (Site Agent)

**The Bill of Quantities**

- The Bill of Quantities is provided to tenderers in Excel format solely to assist bidders in preparing their bid prices. **Tender submissions of the Bill of Quantities must be presented as follows:**
  - a scanned PDF copy of the handwritten Bill of Quantities included in the RFQ documents, or a PDF printout from the unedited attached spreadsheets AND
  - the original completed Bill of Quantities unedited save for the rates that are to be submitted.
- These spreadsheets are provided for the tenderer’s convenience and to facilitate the bid evaluation process.
- The Client does not warrant that the spreadsheet calculations will be accurate or correct.
- The Bidder is advised to undertake their own checking of sums. The Bidder remains responsible for the accuracy of all information that is submitted.

**I, the undersigned, for and on behalf of the Service Provider, hereby confirm that I/we understand the information as stated above and that I/we will comply with all of the above.**

.....	.....
<b>Name (print)</b>	<b>Signature</b>

.....	.....
<b>Capacity</b>	<b>Date</b>

## Bid Assessment Schedule (NEC4 ECSC – Price List)

**This schedule is for information only and does not need to be completed. The evaluators will apply this schedule to arrive at a comparative offer in the evaluation of tenders**

The parameters tendered in the Contract Data by the *Contractor* are to be reduced to a common base for comparative purposes as follows:

Tendered total of the Prices (from the Price List / Summary to Bill of Quantities) ..... ❶

Client's assumed value of compensation events for tender evaluation purposes:

**Assumed value of compensation.**

= 5% of Tendered total of the Prices

= 5% / 100 x ❶ = ..... ❷

**Tendered Fee for assumed compensation events.**

❷ x F

where F = The tendered *direct fee percentage*

**Total cost of percentages in assumed compensation events ❸**

= ❷ x ..... = ..... ❸

Notional total for assessment purposes = ❶ + ❸

= ..... + .....

Comparative offer .....

## Evaluation Criteria

Quotations will be evaluated in accordance with SAFCOL Supply Chain Management Policy & Preferential Procurement Policy Framework Regulations of 2022; the bid evaluation process shall be carried out in the following phases namely:

Phase 1: Administrative Compliance Evaluation

Phase 2: Mandatory requirements

Phase 3: Functionality evaluation

Phase 4: Price and Specific Goals Evaluation

### **Phase 1: Administrative Compliance requirements**

1. Completion in full of the Request for Proposal document
2. Completion of all SBD Forms (Declaration Forms)
3. Proof that tax matters with SARS are in order (SARS Pin Number/ Tax Clearance Certificate)
4. Proof of company registration documents (e.g. Pty; Trust; CC etc)
5. Original or copy of B-BBEE Level of contribution Certificate or Sworn Affidavit signed by the deponent and the Commissioner of Oath (Failure to attach certificate will lead to non-allocation of points)
6. Registration with National Treasury Central Supplier Database (CSD), if not registered on CSD, successful bidder must register within 7 working days of award.
7. ID copies of company directors

### **Phase 2: Mandatory Requirements**

**Bidders who have failed to submit the below documents will not be evaluated further.**

Description	Comply	Not Complying
Only bidders who are registered with the CIDB 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 <b>Construction Industry Development Regulations</b> , for a CIDB <b>2GB or higher OR 2SM or higher</b> class of construction work, are eligible to have their bids evaluated.		
A valid letter of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Disease Act, 1993 (Act No. 130 of 1993).		

**NB: Bidders who have met the mandatory requirements will be evaluated on functionality.**

**Phase 3: Functionality evaluation**

DESCRIPTION OF CRITERIA	METHOD OF EVALUATION	POINTS ALLOCATION
<p><b><u>Record of completion of Timber frame structure (40).</u></b>                      The bidder is required to demonstrate that they have experience in the construction of timber frame structure similar to the scope of work. Proof of completion of at least one project for such buildings must be substantiated by a signed completion certificate, containing information as detailed below.  <b>Acceptable projects that the bidder has completed must have the following characteristics:</b></p> <ul style="list-style-type: none"> <li>a. The scope of work must be for timber frame structures.</li> <li>b. the value of each project was at least <b>R130 000 (Incl. VAT);</b> and</li> <li>c. The project was completed in the <b>last eight years</b> (i.e., completion after November 2015)</li> </ul>	<p><b>Documentation substantiating the completion of each project is as follows:</b></p> <ul style="list-style-type: none"> <li>A) One award letter from the client who commissioned the works.</li> <li>B) Completion certificate for the works.</li> <li>C) At least two-colour photographs of the completed building to demonstrate the scope of work.</li> </ul>	<p><b>40</b></p>
	<p><b>Experience</b></p>	<p><b>Points</b></p>
<p><b><u>Key Person (Construction Manager / Site Agent) (20)</u></b>                      The experience of the key person (Construction Manager / Site Agent) who will be responsible for the management of the physical construction processes and the coordination, administration, and management of resources on the Site will be evaluated in relation to the scope of work from two different points of view:</p> <ul style="list-style-type: none"> <li>a. Overall career experience (total duration of work activity) and positions held which are pertinent to the scope of work.</li> </ul>	<p>2 or more years' experience in similar projects</p>	<p><b>10</b></p>
	<p>Less than 2years' experience (Zero)</p>	<p><b>0</b></p>
	<p><b>Qualifications</b></p>	<p><b>Points</b></p>
	<p>Diploma, Degree / BTech or higher in-Built Environment</p>	<p><b>5</b></p>
	<p>Registration as Built Environment Professional</p>	<p><b>5</b></p>

<p>b. The education, training, skills, and knowledge of issues which are pertinent to the scope of work.</p> <p>A detailed CV of the key person of not more than 3 pages should be attached to this schedule and will be incorporated into the contract. The CV should be structured under the following headings:</p> <ol style="list-style-type: none"> <li>Personal particulars</li> <li>Qualifications and professional registrations (Attach copies of each)</li> <li>Overview of work experience (year, organization, and position)</li> <li>Outline of recent experience that has a bearing on the scope of work.</li> </ol>		
<p><b><u>Safety Officer (10)</u></b></p> <p>The bidder has a Safety Officer who has the following current qualifications, and who has experience and knowledge of the requirements of the Works: <b>Safety Management, Training Course (SAMTRAC) or Registration with the South African Council for the Project and Construction Management Professions (SACPCMP) as Construction Health and Safety (CHS) Practitioner.</b></p> <p>A detailed CV of the Safety Officer of not more than 3 pages should be attached to this schedule and will be incorporated into the contract. The CV should be structured under the following headings:</p> <ol style="list-style-type: none"> <li>Personal particulars</li> <li>Qualifications (Attach copies of each)</li> <li>Overview of work experience</li> </ol>	<p><b>Experience</b></p>	<p><b>Points</b></p>
	<p>2 or more years' experience in same or similar projects</p>	<p><b>5</b></p>
	<p>Less than 2years' experience (Zero)</p>	
	<p><b>Qualifications</b></p>	<p><b>Points</b></p>
	<p>Diploma, Degree / BTech or higher in Safety Management</p>	<p><b>3</b></p>
	<p><b>Training Course (SAMTRAC) or registration with SACPCMP</b></p>	<p><b>2</b></p>
<p><b><u>Proposed Construction Programme (30)</u></b></p> <p>Bidder must attach their proposed programme to this schedule. <b>It should be noted that if the bidder is awarded the contract, the programme will become the accepted programme.</b></p> <ol style="list-style-type: none"> <li>The programme should be logical, feasible, reasonable, and comprehensive. The Contractor shows on each programme which he submits for acceptance:</li> <li>the starting date, Key Dates and Completion Date and planned Completion,</li> <li>the order and timing of the operations which the Contractor plans to do in order to Provide the Works,</li> </ol>	<p><b>Preliminary Programme</b></p>	<p><b>Points</b></p>
	<p>Bidder has submitted insufficient information to score the schedule. The programme is vague, weak in important areas, or the schedule is inconsistent with the timing of the most important project deliverables. There is insufficient breakdown of activities.</p>	<p><b>0</b></p>
	<p>The programme is complete and detailed (representing all</p>	<p><b>20</b></p>

<p>d. the order and timing of the work of the Client and Others as last agreed with them by the Contractor or, if not so agreed, as stated in the Scope of Works,</p> <p>e. the dates when the Contractor plans to meet each Condition stated for the Key Dates and to complete other work needed to allow the Client and Others to do their work.</p> <p>f. provisions for:</p> <p>(i) float,</p> <p>(ii) time risk allowances,</p> <p>(iii) health and safety requirements and</p> <p>(iv) the procedures set out in this contract,</p> <p>(v) the dates when, in order to Provide the Works in accordance with his programme, the Contractor will need acceptances, information from Others,</p> <p>g. for each operation, a statement of how the Contractor plans to do the work identifying the principal Equipment and other resources which he plans to use and</p> <p>h. other information which the Works Information requires the Contractor to show on a programme submitted for acceptance.</p>	<p>activities involved), the technical level and composition of the programme is adequate and is consistent with both the project timing and the required deliverables.</p>	
	<p>The programme is well detailed, clearly indicating and defining deliverables. Major Milestones are represented in the programme.</p>	<b>25</b>
	<p>The proposed programme is very detailed, clearly indicating and defining deliverables.</p>	<b>30</b>
<b>Total Points</b>		<b>100</b>
<p>Quality shall be scored by not less than three evaluators in accordance with the above. The minimum number of evaluation points for quality is 65</p>		<b>65</b>

**NB: Only bidder who has scored a minimum of 65 points on functionality will be evaluated further.**

**Phase 4: Price and Specific Goals Evaluation**

Only bids that meet the requirement will be evaluated further in terms of price and specific goals evaluation, as follows:

CRITERIA	POINTS
Price	80
Specific Goals	20
<b>TOTAL</b>	<b>100 points</b>

**SPECIFIC GOALS FOR THIS RFQ AND POINTS THAT MAY BE CLAIMED ARE INDICATED AS PER TABLE BELOW:**

Criteria	Points (80/20 system)
Implementation of RDP goals (Locality) Points	20
<b>Total Points</b>	<b>20</b>

**DOCUMENTS REQUIREMENT FOR VERIFICATION OF POINTS ALLOCATION: -**

No.	Procurement Requirement	Required Proof Documents
2.1	At least 51% Black Ownership	<ul style="list-style-type: none"> <li>• CIPC registration documents and,</li> <li>• A Valid B-BBEE certificate/sworn affidavit and,</li> <li>• A South African Identification Document</li> </ul>
2.2	At least 51% Black Women Owned	<ul style="list-style-type: none"> <li>• CIPC registration documents and,</li> <li>• A Valid B-BBEE certificate/sworn affidavit and,</li> <li>• A South African Identification Document</li> </ul>
2.3	At least 51% Owned by People with Disabilities	<ul style="list-style-type: none"> <li>• Letter from the Doctor confirming Disability and</li> <li>• A South African Identification Document</li> </ul>
2.4	At least 51% Black Youth Owned	<ul style="list-style-type: none"> <li>• CIPC registration documents and</li> <li>• A Valid B-BBEE certificate/sworn affidavit and,</li> <li>• A South African Identification Document</li> </ul>
2.5	Implementation of RDP goals (Locality) Points	<ul style="list-style-type: none"> <li>• Proof of residence in a form of a Municipal Bill or letter from recognized council confirming business address of the bidder and,</li> <li>• A South African Identification Document</li> </ul>

**SAFCOL SUPPLIER CODE OF CONDUCT**

**Click on the following link to access the SAFCOL Supplier Code of Conduct and confirm as indicated below:**

<chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.safcol.co.za/wp-content/uploads/2023/12/SCM-DOC-001-SUPPLIER-CODE-OF-CONDUCT.pdf>

**I confirm that I have read and understood SAFCOL supplier code conduct and that I will adhere to all the conditions contained therein.**

NAME OF BIDDER\_(COMPANY\_NAME)..... SIGNATURE.....

**BIDDER’S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder’s declaration**

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

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

Full Name	Identity Number	Name of State institution

2.2

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>1</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and

---

<sup>1</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total Points for PRICE and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms

of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

## INCOME GENERATING PROCUREMENT

### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

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

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

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

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

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Implementation of RDP goals (Locality) Points	20	
<b>Total Points</b>	<b>20</b>	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name \_\_\_\_\_ of company/firm.....

4.4. Company \_\_\_\_\_ registration \_\_\_\_\_ number: \_\_\_\_\_

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state

may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

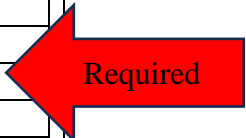
..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**Offer**

The Client, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **The construction of the Mayflower Multipurpose Centre (timber frame structure)**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender. By the representative of the tenderer, deemed to be duly authorised, 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 exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is <sup>1</sup>	R
(in words)	



This Offer may be accepted by the Client by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, 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:**

***(Insert name and address of organisation)***

Witness (s)

Signature(s)

Name(s) .....



<sup>1</sup> This total is required by the *Client* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

**Acceptance**

By signing this part of this Form of Offer and Acceptance, the Client identified below accepts the tenderer's Offer. In consideration thereof, the Client 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 Client 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 Form of Offer and Acceptance)
- 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 listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Client 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 of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Client'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 at, or just after, the date this agreement comes into effect. Failure to fulfil 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 *Client* in writing of any reason why it cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature

Name(s)

Capacity

**for the  
Client**

**South African Forestry Company SOC Limited, Pretoria Office, 209 Aramist Avenue, Menlyn Maine, Pretoria, 0081**

Witness Name(s)

Signature

**Schedule of Deviations.**

Insert particulars in place of this symbol [●] and delete rows not required.

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	
4	Subject	
	Details	

By the duly authorised representatives signing this Schedule of Deviations below, the Client and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Client 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 Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

	<b>For the tenderer:</b>	<b>For the <i>Client</i></b>
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	<i>(Insert name and address of organisation)</i>	<b>South African Forestry Company SOC Limited, Pretoria Office, 209 Aramist Avenue, Menlyn Maine, Pretoria, 0081</b>
Name & signature of witness	_____	_____
Date	_____	_____

## C1.2 ECC4 Contract Data

### Part one - Data provided by the *Client*.

The Contractor is advised to read the NEC4 Engineering and Construction Short Contract, June 2017 with amendments January 2019 and the relevant Guidance Notes and Flow Charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data which is required. Copies of these documents may be obtained from Engineering Contract Strategies (telephone (27) 011 803 3008). Each item of data given below is cross-referenced to the clause in the NEC4 Engineering and Construction Short Contract which requires it.

#### 1 General

General	The <i>conditions of contract</i> are the core clauses of the NEC4 Engineering and Construction Short Contract, June 2017 with amendments January 2019.					
10.1	The <i>Client</i> is	<b>South African Forestry Company SOC Limited</b>				
Z1.1	The Project Manager is	<b>Mr Bobson Nxumalo</b>				
	Address for communications	<b>Pretoria Office, 209 Aramist Avenue, Menlyn Maine, Pretoria, 0081</b>				
	Telephone Number	<b>+2713 754 2700</b>				
	Cell Number	<b>TBA</b>				
	Email Address	<a href="mailto:bobson@safcol.co.za">bobson@safcol.co.za</a>				
11.2(14)	The <i>works</i> are	<b>The Construction of the Mayflower Multipurpose Centre</b>				
11.2(15)	The <i>Scope</i> is in	Part C3: Scope of Work				
11.2(16)	The <i>Site Information</i> is in	Part C4: Site Information				
13.1	The <i>language of this contract</i> is	English				
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.				
13.3	The <i>period for reply</i> is	7 Days				
	<ul style="list-style-type: none"> <li>The <i>period for reply</i> for</li> <li>The <i>period for reply</i> for</li> </ul>	<table border="1"> <tr> <td>Electrical Defects</td> <td>is 24 Hours</td> </tr> <tr> <td>Plumbing Defects</td> <td>is 24 Hours</td> </tr> </table>	Electrical Defects	is 24 Hours	Plumbing Defects	is 24 Hours
Electrical Defects	is 24 Hours					
Plumbing Defects	is 24 Hours					
		except that				

## 2 The Contractor's main responsibilities

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data. **[Defined in the Conditions of Contract]**

## 3 Time

30.1	The <i>starting date</i> is	<b>Two weeks (2)</b> after the <i>Contractor</i> receives one fully completed original copy of this contract, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance.
11.2(2)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>Twelve weeks (12)</b> after the <i>starting date</i> .
31.1	The <i>Contractor</i> is to submit a programme for acceptance together with their tender submission. Upon award, the tender programme will become the accepted programme.	
31.1	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>5 Weeks</b>

## Quality management

40.1	The <i>defects date</i> is	<b>Eight (8) weeks</b> after Completion of the whole of the <i>works</i> .	
42.3	The <i>defect correction period</i> is	Two Weeks	except that
	• The <i>defect correction period</i> for	Electrical work is	Two days
	• The <i>defect correction period</i> for	Plumbing work is	Two days

## 5 Payment

51.1	The <i>currency of the contract</i> is the	South African Rand (ZAR)
50.1	The <i>assessment day</i> is	The first day of each month
51.2	The <i>interest rate</i> is	is the prime lending rate of the ABSA Bank.
51.2	The period within which payments are made is	<b>30 days</b> after submission of invoices.
50.6	Delay damages for Completion of the whole of the <i>works</i> are	<b>R2500.00</b> per day
50.7	The <i>retention</i> percentage is	<b>5%</b>

## 6 Compensation events

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data. **[Defined in the Conditions of Contract]**

## 7 Title

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data. **[Defined in the Conditions of Contract]**

## 8 Liabilities and Insurance

If there are additional Client Liabilities:

80.1

There are no additional *Client's* Liabilities

83.3 Insurance  
Table row 3

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is: **whatever the Contractor deems necessary in addition to that provided by the Client.**

83.3 Insurance  
Table row 4

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is: **as prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended and whatever the Contractor deems desirable in addition.**

## 9 Termination and Resolving Disputes

90. Termination

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data. **[Defined in the Conditions of Contract]**

93. Dispute Resolution

93.2(1) The  
*Adjudicator*

Within 2 weeks after declaring a dispute and if the *Adjudicator* was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see [www.ice-sa.org.za](http://www.ice-sa.org.za)), whose availability to act as the adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the adjudicator within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *adjudicator* for the Contract.

	<p>The Parties promptly appoint the selected adjudicator under the NEC4 Dispute Resolution Service Contract, June 2017 (with amendments January 2019). The adjudicator becomes the Adjudicator following the last signature of a party to such contract. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</p>
<p>93.2(2) The <i>Adjudicator nominating body</i> is:</p>	<p>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.</p>
<p>93.4 The <i>tribunal</i> is</p>	<p>Arbitration</p> <ol style="list-style-type: none"> <li>a) The arbitration procedure is the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</li> <li>b) The place where arbitration is to be held is Pretoria, South Africa.</li> <li>c) The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator, is the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</li> </ol>

**Z: Additional conditions of contract**

**The additional conditions of contract are:**

<p>Z1 Key Persons</p>	<p>Z1.1 The <i>Client</i> shall appoint a Project Manager/ Supervisor who acts as the <i>Client's</i> representative during the implementation of the Project.  Z1.2 The <i>Contractor</i> shall appoint a Site Agent who acts as the <i>Contractor's</i> representative during the implementation of the Project.</p>
<p>Z2 Tax invoices</p>	<p><b>Z2.1 The Contractor's invoice.</b>  Invoices submitted by the <i>Contractor</i> to the <i>Client</i> include:</p> <ul style="list-style-type: none"> <li>• the details stated in the Scope to show how the amount due has been assessed, and the details required by the <i>Client</i> for a valid tax invoice.</li> </ul> <p>Z2.2 Delete the first sentence of core clause 51.1 and replace by: Each payment is made by the <i>Client</i> within 30 days of receiving the <i>Contractor's</i> invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.</p>
<p>Z3 Retention</p>	<p>Z3.1 The amount retained remains at this amount until the Defects Certificate has been issued for works other than the electrical and mechanical systems of the works. This amount is halved in the next assessment after the issuing of such Defects Certificate and remains the same until the Defects Certificate for the identified electrical, wet services</p>

<p>Z4 Acts or omissions by mandatories</p>	<p>and mechanical systems has been issued. No amount is retained in the assessments made after the last Defects Certificate has been issued.</p>
<p>Z5 Single value for the direct fee percentage.</p>	<p>Z4.1 In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the <i>Contractor</i> hereby agrees that the <i>Client</i> is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Contractor</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Contractor</i> and the <i>Contractor</i> contemplated in section 37(2).</p>
<p>Z6 Contractual obligations to be met prior to the <i>starting date</i></p>	<p>Z5.1 The direct fee percentage and the subcontracted fee percentage are equal.</p>
<p>Z7 Cession and assignment</p>	<p>Z6.1 The following suspensive criteria are to be met prior to the Contractor establishing themselves on site:</p> <ul style="list-style-type: none"> <li>(1) finalisation of the Accepted Programme, based upon the programme submitted at tender stage.</li> <li>(2) conclusion of employment contracts with local labourers to be employed in the performance of the contract.</li> <li>(3) identification of the individuals who will be the recipients of skills training programmes.</li> <li>(4) conclusion of the subcontract agreements with the Targeted Enterprises to be engaged in the performance of the contract.</li> <li>(5) identification of the individuals who will be the recipients of skills training programmes.</li> <li>(6) letter of good standing from the Compensation Fund and SARS Certificate - showing UIF and COID.</li> </ul>
<p>Z8 Joint ventures</p>	<p>Z7.1 Neither party may cede or assign this Agreement or any of its rights and/or obligations hereunder without the prior written consent of the other party first having been had and obtained, which consent will not be unreasonably withheld. Any assignment or cession without such written consent shall be null and void.</p> <p>Z7.2 Notwithstanding the above, the <i>Client</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations.</p> <p>Z7.3 A Cession shall only be applicable to the transfer of right to payment for services rendered by a service provider to a Financial Service Provider (FSP) or State Institutions.</p>
	<p>Z8.1 If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then</p>

	<p>these persons or organisations are deemed to be jointly and severally liable to the <i>Client</i> for the performance of this contract.</p> <p>Z8.2 Unless already notified to the <i>Client</i>, the persons or organisations shall notify the <i>Client</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.</p> <p>Z8.3 The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Client</i> having been given to the <i>Contractor</i> in writing.</p>
<p>Z9 Waiver and estoppel</p>	<p><b>Add to core clause 12.3.</b></p> <p>Z9.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the Representatives or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.</p>
<p>Z10 Health, safety and the environment</p>	<p>Z10.1 The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>service</i>. Without limitation the <i>Contractor</i>:</p> <ul style="list-style-type: none"> <li>• accepts that the <i>Client</i> may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health &amp; Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;</li> <li>• warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health &amp; safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health &amp; safety in and about the execution of the <i>works</i>; and</li> </ul> <p>undertakes, in and about the execution of the <i>works</i>, to comply with the Construction Regulations and with all applicable health &amp; safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.</p> <p>Z10.2 The <i>Contractor</i>, in and about the execution of the <i>service</i>, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.</p>
<p>Z11 Reporting</p>	<p>Z11.1. The Contractor shall attend project progress meetings to be held at the reasonable instance and request of the Client to discuss matters indicated in the Contract Data.</p> <p>Z8.2.0The Contractor will report directly to the <i>Client’s Project Manager</i> or to their nominees/successors-in-title on all indicated in the Contract Data.</p>

<p>Z12 Confidentiality</p>	<p>Z12.1. The Contractor acknowledges that during the execution of this Agreement and meetings with the Client, and for the purpose of carrying out its obligations in terms of this agreement, the Contractor will gain access to Confidential Information that may be of a secret and confidential nature, which is not available in the public domain.</p> <p>Z12.2. The Contractor hereby agrees to hold and retain such Confidential Information in the strictest confidence without limiting the foregoing, whether orally, visually or in computer language or by reason of inspection of documentation or other matter, to prevent any copying thereof by whatever method and not to make use thereof other than for the purpose of the execution of this agreement and to release it only to such properly authorised directors, employees or third parties requiring such information for the purpose of the execution of this agreement.</p> <p>Z12.3. The Contractor further agrees not:</p> <ol style="list-style-type: none"> <li>(1) to disclose such Confidential Information to any person whomsoever, other than as may be required by law or to their employees (which shall include any directors) agents, professional advisors and/or service providers.</li> <li>(2) Before revealing such Confidential Information to any such employees, agents, professional advisors and/or service providers, the Contractor undertakes to procure that the employees, agents, professional advisors and/or Service providers sign a similar undertaking in favour of the designated person and that they are aware of the confidential nature of the information being made available to them.</li> <li>(3) The Contractor undertakes to ensure that its employees will observe and comply with their obligations in respect thereof, whether or not they remain employees; and</li> <li>(4) to directly or indirectly use for their benefit or for the benefit of any other person, such Confidential Information other than for the purposes contemplated in this Agreement.</li> <li>(5) The Contractor acknowledges that the aforesaid Confidential Information is being made available solely for the purpose of this agreement and for no other purpose whatsoever, and that such information would not have been made available but for this undertaking; and</li> <li>(6) For purposes of this undertaking “Confidential Information” shall without detracting from the general meaning include employment contracts, letters, telexes, telefaxes, agreements, formulae, processes and manufacturing methods, inventions or patents whether actual or proposed and whether in writing or otherwise or any information that is or may be of value to any of us whether directly or indirectly. This undertaking shall remain valid for a period of 5 (five) years after the termination of this agreement for whatever reason.</li> </ol>
----------------------------	---

Z13 Restriction of Supplier

Z13.1 In accordance with National Treasury Regulations, the Client may restrict suppliers, shareholders, and directors from future business with all organs of state. Grounds for such restriction include but are not limited to:

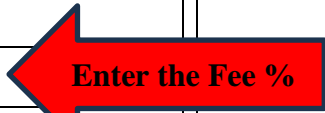
- (1) Failure to honour an awarded contract, even after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
- (2) Failure to execute or perform the deliverables (in whole or partially) according to the agreed scope or specification (Poor Performance) or for breaching a condition of the contract;
- (3) Collusive bidding;
- (4) Acting in a fraudulent manner;
- (5) Misrepresentation of facts;
- (6) Fronting or providing false information regarding B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations;
- (7) Failure to declare sub-contracting arrangements;
- (8) Failure to comply with the Suppliers Code of Conduct of the Client.
- (9) Causing the Client damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor; and/or
- (10) Litigating against the Client in bad faith.

**Part 2 – Data provided by the Contractor.**

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

**1 General**

10.1	The <i>Contractor</i> is	[●]
	Contact person	[●]
	Address for communications	[●]
	Address for electronic communications	[●]
	Telephone No:	[●]
11.2(8)	The <i>fee percentage</i> is	[●]%
11.2(13)	The Price List is in	Part 2 Pricing Data Section C2.2
11.2(13)	The tendered total of the Prices including VAT is	R (ZAR)



**FAILURE TO TENDER THE FEE PERCENTAGE IN THE CONTRACT DATA WILL RESULT IN THE TENDER SUBMISSION BEING REJECTED AS NON- RESPONSIVE.**

Z.1.2	The <i>Contractor's</i> key persons are	
	The key person	[●]
	Job title	Construction Manager (Site Agent)
	Responsibilities	The management of the physical construction processes and the coordination, administration, and management of resources on the Site including the programming and sequencing of activities.
	Qualifications	
	ID Number	

**CV's (and further key persons data including CVs) are to be appended to the RFQ Schedule of returnable documents and will be included in the contract.**

## Part C2 Pricing Data

### (i) C2.1 Pricing assumptions

#### How work is priced and assessed for payment

Clause 11 in NEC4 Engineering and Construction Short Contract, (ECSC4) states:

**Identified and defined terms**      11  
   11.2

(12) The Price for Work Done to Date is the total of

- the Price for each lump sum item in the Price List which the Contractor has completed and
- where a quantity is stated for an item in the Price List, an amount is calculated by multiplying the quantity which the Contractor has completed by the rate.

(13) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

Populate Here

## C2.2 the Price List (Bill of Quantities)

Item Number	Description	Price
A	Preliminaries	
B	Earth works	
C	Soil Poisoning	
D	Concrete, Formworks, and reinforcement	
E	CCA Treated Timber Structure, and cladding	
F	Roof coverings, trusses, etc.	
G	Windows and Cupboards	
H	Ceiling	
I	Tiling	
J	Glazing	
K	Paint work	
L	Provisional Sums	
<b>The total of the prices</b>		<b>R</b>
<b>Vat @ 15%</b>		
<b>The Tendered total of the prices is</b>		<b>R</b>

1. Description of the works	
<b>Project objectives</b>	<p>SAFCOL is a state-owned forestry company listed as Schedule 2 major public entity in terms of the Public Finance Management Act 1 of 1999. It was established in 1992 following the promulgation of the Management of State Forest Act 128 of 1992 to promote the development in the long term of the forestry industry according to accepted commercial management practice in South Africa. The construction of a multipurpose centre is part of SAFCOL's CSI interventions and contributes towards the Shareholder compact targets for CSI. A Multipurpose Centre will be a game changer for the community as it provides impact in the following areas:</p> <ol style="list-style-type: none"> <li>1. Social: Provides a central gathering place for community members to come together and socialise, building a sense of community and promoting social cohesion.</li> <li>2. Economic: Serves as a hub for economic activities such as small-scale entrepreneurship, craft making, or food processing, providing opportunities for employment and income generation for community members.</li> <li>3. Educational: Used as a learning centre, providing access to educational resources, and serving as a venue for workshops, seminars, and training sessions. Helps to improve educational outcomes in the community and build capacity in various areas.</li> <li>4. Health: The centre may also be used as a health centre, providing access to basic health care services, such as first aid, immunisations, and health education.</li> <li>5. Cultural: The centre may serve as a space to promote and preserve local culture and traditions, showcasing art, music, dance, and other forms of cultural expression.</li> </ol> <p>The Client's objective with this procurement is to secure the services of a competent main contractor with appropriate and relevant experience in the construction of timber frame buildings to successfully construct, equip and commission the Mayflower Multipurpose Centre.</p>
<b>Description of the works(general only)</b>	<p>SAFCOL require the services of a competent Contractor for the construction of the Mayflower Multipurpose Centre (timber frame structure) structure with the size of 148, 718m<sup>2</sup>.</p> <p>The project deliverable and the extent of the Works will include:</p> <ul style="list-style-type: none"> <li>• Site preparation including excavation, levelling, and laying of foundation.</li> </ul>

- Erection of structural framework – columns, and slabs.
- Timber work for walls, partitions, and other defined spaces.
- Roofing and flooring works.
- Installation of electrical, and plumbing.
- Exterior and interior finishes including plastering, painting.
- Installation of doors, windows, and other fixtures.
- Exterior development like thorough site clearance.

## 2. Drawings

Drawing Number	Revision	Title
Plan No: May001	Rev0	Mayflower Multipurpose Centre Building Plan

## 3. Transformation and Enterprise Development Requirements

Item	Description
a.	<b>Local Content requirements (South African products)</b>
(i)	Only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered. The DTI has designated and determined the stipulated minimum threshold for various products requiring different levels of local production and content. The stipulated minimum threshold percentage for local production and content as published on this website ( <a href="http://www.dti.gov.za/industrial_development/ip.jsp">http://www.dti.gov.za/industrial_development/ip.jsp</a> ) must be complied with for all items appearing there that are required to be incorporated into the works.
b.	<b>Participation of target groups</b>
	The <i>Client</i> wishes to ensure that the local community participates meaningfully in the delivery of the project.
(i)	The <i>Contractor</i> shall achieve or exceed a contract local direct employment goal of 100% in the performance of the contract.
(ii)	The local direct employment goal for women and youth (persons under the age of 35 on the contract <i>commencement date</i> ) shall be 25% and 25% respectively. The Local Direct Employment Goal applies to persons living within the boundaries of the Chief Albert Luthuli Municipality (Mpuluzi) area as defined by the Municipal Demarcation Board as at the contract <i>commencement date</i> .
(iii)	The Contractor will be required to provide proof of residence at the <i>starting date</i> by means of proof of ownership or a valid current lease agreement for the premises at which they have permanent residence. For persons who do not have proof of ownership or rental agreements in their name are required to provide alternative proof of permanent residence such as affidavits from community leaders or Traditional Council.
(iv)	Employees of the <i>Contractor</i> shall be remunerated in accordance with the minimum hourly rate as published for a General Worker in Appendix A of the Wage and Task Grade Collective Agreement entered into with the Bargaining Council for the Civil Engineering Industry, and published on this website: <a href="https://bccei.co.za/agreements/?tax%5Bwpdmcategory%5D=collective-agreements-updated#">https://bccei.co.za/agreements/?tax%5Bwpdmcategory%5D=collective-agreements-updated#</a>

<b>c.</b>	<b>Promotion of other secondary procurement objectives</b>
(i)	In the execution of the contract, the Contractor shall report on the achievements of key performance indicators which promote a range of secondary procurement objectives including those relating to local economic development, Broad-based Black Economic Empowerment, local labour, skills development and community development.
(ii)	The Contractor shall provide monthly data (in a format acceptable to the Project Manager) which facilitates the reporting on key performance indicators relating to secondary procurement objectives to a wide range of stakeholders.
<b>d.</b>	<b>Form and format of subcontract agreements</b>
(i)	All subcontractors shall be appointed in accordance with either the requirements of the NEC4 Engineering and construction Subcontract (ECS). Templates for the Contract Data may be obtained from the Project Manager. The Project Manager and the <i>Client</i> must be consulted prior to the Contractor entering into any subcontract agreement.
(ii)	The Contractor submits the name of each proposed subcontractor to the Project Manager for acceptance. A reason for not accepting the subcontractor is that his appointment will not allow the Contractor to Provide the Works or the subcontractor does not comply with transformation requirements. The Contractor does not appoint a proposed subcontractor until the Project Manager has accepted him.
<b>e.</b>	<b>Engagement with targeted enterprises for subcontracting</b>
(i)	Targeted Enterprises have been defined in this contact as: <ul style="list-style-type: none"> <li>– black women owned entities (51% ownership and above);</li> <li>– youth owned entities (at least 51% owned by youth);</li> <li>– entities owned by persons with disabilities (at least 51% owned by PWD),</li> <li>– land claimants whose status has been verified by the relevant Land Claims Commission, and</li> <li>– operate from premises within the Chief Albert Luthuli Municipality boundaries.</li> </ul>
(ii)	The Contractor is advised to make use of the following equipment from Targeted Enterprises operating from within the Chief Albert Luthuli Municipality (Mpuluzi) boundaries: <ul style="list-style-type: none"> <li>– Tractor Loader Backhoe (TLB)</li> <li>– Roller Compactor</li> <li>– Water tankers</li> <li>– 10m<sup>3</sup> tipper trucks</li> </ul>
(iii)	Equipment on this list may not be brought to site from outside the Chief Albert Luthuli Municipality boundaries.
(iv)	Contractors will be required to identify which items they intend to subcontract to Targeted Enterprises, and to provide the breakdown of rates which will be applicable to these Targeted Enterprise subcontractors to the Project Manager. The rates for Targeted Enterprises are to be broken down into materials, labour and equipment categories.
<b>f.</b>	<b>Attendance and coordination of subcontractors, suppliers and other parties</b>

- (i) The Contractor is required to coordinate activities with all contractors doing work in the same area and on the same site. This applies to subcontractors, suppliers and other parties that are required to perform any works on the site.

#### 4. Constraints on how the *Contractor* Provides the Works

Title	Description
<b>General constraints</b>	<ul style="list-style-type: none"> <li>(i) Tight project implementation timelines.</li> <li>(ii) Adhering to any environmental guidelines or standards.</li> <li>(iii) Construction activities must be confined to the allocated site, without encroaching on neighbouring properties.</li> <li>(iv) Stakeholder engagement and activism.</li> <li>(v) Safety and security of the site.</li> </ul>
<b>Engagement of subcontractors</b>	<ul style="list-style-type: none"> <li>(i) Proposed subcontractors for shall comply with the following: <ul style="list-style-type: none"> <li>– For Electrical Installations - Registration with the Electrical Contractors Associations of South Africa or Certified copy of the Qualification of a registered 3 phase electrician / electricians. (3 phase wireman’s license).</li> <li>– For Building works – CIDB Grading 1GB or Higher.</li> </ul> </li> </ul>

#### 5. Planning and programming

Site establishment	
<b>a. Key personnel</b>	<ul style="list-style-type: none"> <li>(i) Site agent (Contraction Manager)</li> <li>(ii) Health and Safety Officer</li> </ul>
<b>b. Requirements:</b>	<ul style="list-style-type: none"> <li>(i) A programme is required for the construction of the multipurpose centre. The programme is essential for planning, coordinating, monitoring, and reporting on the project's progress.</li> </ul>
<b>c. Development</b>	<ul style="list-style-type: none"> <li>(ii) The anticipated construction period for the works is as stated in the Contract Data. The Contractor will arrange for the procurement of material, fittings and specials immediately after commencement date. All contractual obligations stated in the Contract Data must be complied with prior to the <i>starting date</i> (establishment on site).</li> <li>(iii) The Contractor shall programme his work as per the provisions contained in the contract. Detailed coordination shall be undertaken with other contractors, subcontractors and suppliers that are engaged in the scope of works.</li> </ul>
<b>d. Format</b>	<ul style="list-style-type: none"> <li>(i) The programme should be presented in a Gantt Chart format using project management software like Microsoft Project, Microsoft Excel, or similar platforms. This allows for clear visualization of tasks, their durations, dependencies, and milestones.</li> </ul>
<b>e. Information to be Displayed</b>	<ul style="list-style-type: none"> <li>(i) The programme should, at a minimum, display the following high-level activities: <ul style="list-style-type: none"> <li>– <b>Pre-construction phase:</b> Site preparation, and Mobilization of resources.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>– <b>Construction phase:</b> Foundation and substructure works, Superstructure construction, roofing and external works, internal finishes, and installations (electrical and plumbing).</li> <li>– <b>Testing &amp; commissioning phase:</b> System testing (e.g., electrical, plumbing), rectification of defects, and final inspections and certifications.</li> <li>– <b>Handover &amp; closeout:</b> Client walkthrough and handover, documentation submission (e.g., warranties), project closeout and demobilization.</li> </ul>
<b>f. Submission timelines</b>	(i) The initial programme should be submitted within two weeks of the contract award date. This allows the project team to review, make necessary adjustments, and approve it before major works commence.
<b>g. Updates:</b>	(i) The programme is to be updated bi-weekly or prior to each project progress meeting. This ensures that the project team is always working with the most current information. Significant changes or deviations from the original programme should be highlighted and communicated immediately.
<b>h. Project Progress Meetings</b>	<p>(i) Fortnightly progress meetings will be scheduled during the construction period. The Contractor’s representative on site shall be present at all scheduled progress meetings and shall furthermore make themselves available for ad hoc meetings when called by the Project Manager.</p> <p>(ii) The <i>Contractor</i> and the <i>Project Manager</i> use the requirements of the early warning processes described in core clause 15, to in addition manage the progress of the <i>works</i> inclusive of</p> <ul style="list-style-type: none"> <li>– reviewing the progress of the <i>Contractor</i> in achieving the objectives of the project,</li> <li>– allowing the <i>Contractor</i> to demonstrate from the current Accepted Programme its progress and planned activities for the coming 4 weeks,</li> <li>– acting as a combined management team by discussing reviewing and making decisions required in terms of the contract, and in doing so</li> <li>– cultivate a spirit of co-operation and mutual trust for the benefit of both Parties and all who attend and</li> <li>– attending to any other issues considered relevant by either Party and the <i>Project Manager</i>.</li> </ul> <p>(iii) Early warning meetings may be convened at either Party’s premises on an alternating basis as agreed between the <i>Contractor</i> and the <i>Project Manager</i> or otherwise all meetings are held at the Site. The <i>Project Manager</i> chairs the meeting.</p> <p>(iv) Informal reviews or meetings may be held at the premises of either Party throughout the duration of the contract on a non-interference</p>

basis. These informal reviews require no additional preparation and are intended to support communication between the *Project Manager* and the *Contractor*.

**6. Testing, completion, commissioning and correction of defects.**

- (i) The *Contractor* shall develop a testing, completion and commissioning strategy to minimise the correction of defects after Completion and to achieve Completion on or before the Completion Date. Such a strategy shall include a systematic approach to ensuring that employees and subcontractors search for defects as the work progresses, programme their work in such a manner that defects are corrected ahead of Completion and sufficient time is allowed for commissioning.
- (ii) The testing, completion and commissioning strategy should be framed around the systematic acceptance and / or testing of materials, plant, workmanship and subsystems as the works proceed in order to address issues ahead of completion and the allocation of tasks to ensure satisfactory completion.

**7. Other requirements**

Item	Date by which it will be provided
<p><b>a. Electronic payments</b></p>	<ul style="list-style-type: none"> <li>(i) The <i>Client</i> makes all payments electronically, via EFT directly to the nominated bank account of the <i>Contractor</i>. Prior to the first payment certificate, the <i>Contractor</i> shall provide the <i>Project Manager</i> with the</li> <li>(ii) stipulated bank account details into which all payments under this contract will be made, complete with suitable verification from the bank concerned. No changes will be made to this bank account unless</li> <li>(iii) requested in writing by the <i>Contractor's</i> signatory to the contract, stating the reasons why the account has been changed, and what the new banking details should be, complete with suitable verification from the bank concerned.</li> </ul>
<p><b>b. Daily records</b></p>	<ul style="list-style-type: none"> <li>(i) Detailed daily records pertaining to the labour employed, equipment on site (and its purpose) meetings and other activities and events must be maintained in a format acceptable to the <i>Project Manager</i>.</li> <li>(ii) The <i>Project Manager</i> may identify additional data and records that are to be kept on a daily basis and captured on the reporting formats stipulated by the <i>Project Manager</i>.</li> </ul>
<p><b>c. Payment certificates</b></p>	<ul style="list-style-type: none"> <li>(i) The <i>Project Manager</i> will provide the <i>Contractor</i> with a format for the preparation of payment certificates. This format must be adhered to in order to comply with SAFCOL's payment procedures and reporting.</li> </ul>

<b>d. Compliance with the law</b>	<ul style="list-style-type: none"> <li>(i) The onus lies on the Contractor to keep and maintain proof of compliance with any of the laws applicable to the role they play in the delivery of the project.</li> <li>(ii) The onus lies on the Project Manager and Client to keep and maintain proof of compliance with any of the laws applicable to their roles in the delivery of the project.</li> </ul>
-----------------------------------	--

## 8. SHE requirements

<b>a. Occupational Health and Safety</b>	<ul style="list-style-type: none"> <li>(i) All personnel performing work on site/s as part of this contract are required to obtain safety induction.</li> <li>(ii) Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as ‘the Act’), the <i>Contractor</i> meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the Site. All personnel are to obey the relevant instructions, including signage related to restricted access on sites.</li> <li>(iii) The <i>Contractor</i>, from the <i>starting date</i> until the Defects Certificate has been issued, is responsible for itself, its employees, and those people affected by its operations in terms of the Act and the regulations promulgated in terms thereof. The <i>Contractor</i> performs all work and uses Equipment on Site complying with the provisions of the Act.</li> <li>(iv) To this end, the <i>Contractor</i> shall make available to SAFCOL a valid Letter of Good Standing in terms of the COID Act and ensure its validity does not expire while executing this contract, where applicable. The <i>Contractor</i> furnishes its registration number with the office of the Compensation Commissioner.</li> <li>(v) The <i>Contractor</i> maintains a health and safety file complying with the requirements of The Act at the work Site during the period that contracted work takes place on the Site.</li> <li>(vi) The file is submitted to the <i>Project Manager</i> for acceptance before any work is carried out on the Site.</li> <li>(vii) The <i>Client</i> manages the <i>Contractor</i> in its capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The <i>Contractor</i> accepts liability for any contraventions to the Act. Each member of the <i>Contractor’s</i> team (including sub-contracted personnel), submit a signed indemnity form prior to entering the Site and kept in the <i>Contractor’s</i> health and safety file”</li> </ul>
--	---

**9. Project related annexures.**

Item	Description
<b>Annexure 1</b>	Supplier Code of Conduct
<b>Annexure 2</b>	SHE Standard

**Part C4 Site Information**

**1. Site Information**

**Site Information for Multipurpose Centre Construction:**

**Location:** Mayflower Gate

**Size and Shape:** The stand size covers an area of 35m x 45m roughly rectangular in shape

**Ground Conditions:** The predominant soil type is clayey with patches of sandy soil.

**Topography:** The site has slightly steep terrain

**Vegetation:** The site has sparse vegetation, with a few shrubs and small trees scattered throughout.

**Access:** The primary site access is from the southern side via the main road

**Adjacent Structure:** To the East: Primary School, approximately 50 meters from the site boundary.