# CALL FOR BIDS

BID NO: ECDC **ECDC/INFRA/427/102026**

BID SUBJECT: **REQUEST FOR PROPOSALS FOR A TURNKEY SOLUTION FOR THE REPAIRS AND REFURBISHMENT OF NGCOBO TRANSIDO**

**Request for Bids Consisting of:**

**The Request for Services (Returnable) - This Document**
**The Bill of Activities – This Document**

Issued by: Prepared By

Eastern Cape Development Corporation
ECDC House, Ocean Terrace Park, Moore Street, Quigney, kuGompo City.
Tel: 043 704 5600

**BIDDER NAME:**.....

**CSD No.:**.....

**CRS No.:** .....

| | |
|---|---|
| **CLOSING DATE:** | **23 NOVEMBER 2026** |
| **CLOSING TIME:** | **12h00** |

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| **SECTION A:**<br>ABBREVIATIONS AND ACRONYMS | |
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| CIDB | Construction Industry Development Board |
| DTI | Department of Trade and Industry |
| ECDC | Eastern Cape Development Corporation |
| EME | Exempt Micro Enterprise |
| IRBA | Independent Regulatory Board of Auditors |
| PCCA | Prevention and Combating of Corrupt Activities Act 12 of 2004 |
| PFMA | Public Finance Management Act (Act 1 of 1999) |
| PPPFA | Preferential Procurement Policy Framework Act (Act 5 of 2000) |
| QSE | Qualifying Small Enterprise |
| SABS | South African Bureau of Standards |
| SANAS | South African National Accreditation System |
| SARS | South African Revenue Service |
| SASAE | South African Standard on Assurance Engagements |
| SCM | Supply Chain Management |
| SMME | Small, Medium and Micro Enterprises |
| ToR | Terms of Reference |
| CSD | National Treasury Central Supplier Database for South African Government |
| DAAB | Dispute Avoidance/Adjudication Board |
| **B: DEFINITIONS** | |
| Acceptable tender | Means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document. |
| Accreditation Body | Means the South African National Accreditation System or any other entity appointed by the Minister from time to time whose function it is to:<br>Accrediting verification agencies<br>Developing, maintaining and enforcing of Verification Standards |
| Affordable | Means (in terms of a PPP-Agreement) that the financial commitments to be incurred can be met by funds:<br>Designated within ECDC's existing budget for the function to which the agreement relates; and Destined for ECDC in accordance with the relevant Treasury's future budgetary projections. |
| All applicable taxes | Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies. |
| Bid | Means a written offer or proposal to supply goods and/or provide services, submitted in response to the ECDC's invitation to quote or submit proposals which includes advertised competitive bids, written price quotations or proposals. |
| Bid Specification | A specification that lays down the characteristics of goods to be procured or their related processes and production methods, or the characteristics of services to be procured or their related operating methods, including the applicable administrative provisions, and a detailed requirement relating to conformity assessment procedures that an entity prescribes and shall include TOR for specialised services. |

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| Black People | means 'African', 'Indian' and 'Coloured' people who are citizens of the Republic of South Africa by birth; or are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of South Africa Act (1993); or became citizens of the Republic of South Africa after the commencement of the of the Constitution of South Africa Act (1993), but who for the Apartheid policy that has been in place to that date, would have been entitled to acquire citizenship by naturalisation prior to that date. |
| Specific goal | 2.1. 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 in SBD 6.1 as may be supported by proof/ documentation stated in the conditions of this tender:<br><br>2.2. 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 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—<br>(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or<br>(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,<br><br>then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system. |
| Close Family Member | Shall mean: - member of the same household, parent (including adoptive parent), parent-in-law, son (including adoptive son), son-in-law, daughter (including adoptive daughter), daughter-in-law, step-parent, step-son, step-daughter, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, the spouse or unmarried partner with relation to any of the person's above. |
| Code of Ethics | refer to the ECDC Code of Ethics for Management and Staff as may be amended from time to time. |
| Comparative Price | Means the price after the factors of a non-firm price and all the unconditional discounts that can be utilised have been taken into consideration. |
| Consortium or Joint Venture | 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. |
| Contract | Means the agreement that results from the acceptance of a bid by ECDC. |
| Designated Sector | Means a sector, sub-sector or industry that has been designated by the DTI in line with national development and industrial policies for local production, where on local produced goods or locally manufactured goods meet the stipulated minimum threshold for local production and content. |
| Duly Sign | means a document that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual). |
| Exempt Micro Enterprise (EME) | means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment |

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| Family Member | Means<br>a husband or wife, any partner in a customary union according to indigenous law or any partner in a relationship where the parties live together in a manner resembling a marital partnership or a customary union; and<br>any person related to either one or both persons referred above within the second degree through a marriage, a customary union or a relationship or the third degree of consanguinity. |
| Firm Price | Means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract. |
| Fronting | Means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentation of facts, whether made by the party claiming compliance or by any other person. |
| Functionality | Means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical or useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of the tenderer. |
| Imported Content | Means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the bidder or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry. |
| In the service of the state | means:<br>an employee of any municipality who has a performance contract with the municipality and is employed on a permanent, temporary or short-term basis.<br>an employee or public servant of any national or provincial government as defined in terms of Public Services Act.<br>a member who –<br>is a councillor of any municipal council as defined in the Local Government Municipal Structures Act (Act No 117 of 1998);<br>is a politician serving in any provincial legislature; or<br>is a politician serving in the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity;<br>an employee and a member of a government owned entity as defined in the Public Finance Management Act (Act No 1 of 1999); and / or such other meaning ascribed to it by National Legislation from time to time. |
| Local content | Means a portion of the tender price which is not included in the imported content, provided that local manufacture does take place. |
| Non-firm prices | Means all prices other than “firm” prices |
| Person | Includes a juristic person. |
| Price Quotation | An estimate describing the product, stating its price, time of shipment, and specifies the terms of the sale and terms of the payment. |
| Property | Includes all movable and immovable property and intellectual property belonging to ECDC. |

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| Public Private partnership | Means a commercial transaction between ECDC and a private party in terms of which:<br>the private party either performs a function o.b.o. ECDC for a specified or indefinite period, or acquires the use of state property for its own commercial purposes for a specified or indefinite period;<br>the private party receives a benefit for performing the function or by utilizing state property, either by way of:<br>compensation from a revenue fund charges or fees collected by the private party from users or customers of a service provider to them; or a combination of such compensation and such charges or fees |

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| Qualifying Small Entity | means an enterprise with a specified total annual revenue as per Department of Trade and Industry Codes of Good Practice on Broad Based Black Economic Empowerment |
| Rand value | means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties. |
| Related enterprise | Means an entity controlled by a measured entity whether directly or indirectly controlled by the natural persons who have direct or indirect control over that measured entity or the immediate family of those natural persons. |
| Service Level Agreement | Shall have the same meaning assigned as “Contract” |
| Shareholder | Means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise. |
| State | Means:<br>any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA<br>any municipality or municipal entity<br>national Assembly or the national Council of Provinces; or parliament |
| Stipulated minimum threshold | Means that portion of local production and content as determined by the DTI |
| Sub-Contract | Means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract. |
| Tender | The same meaning is assigned as ‘Bid” above. |
| Threshold | Shall mean the financial limits on the value of goods or services to be procured as set and prescribed in this policy which shall determine the manner in which these goods and services will be procured |
| Total revenue | Means the total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice. |
| Trust | Means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person. |
| Trustee | Means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person. |
| Value for Money | Means that the item (public-private partnership agreement) results in a net benefit to ECDC defined in terms of cost, price, quality, quantity, or risk transfer, or a combination thereof. |

# Part T1: Tendering procedures

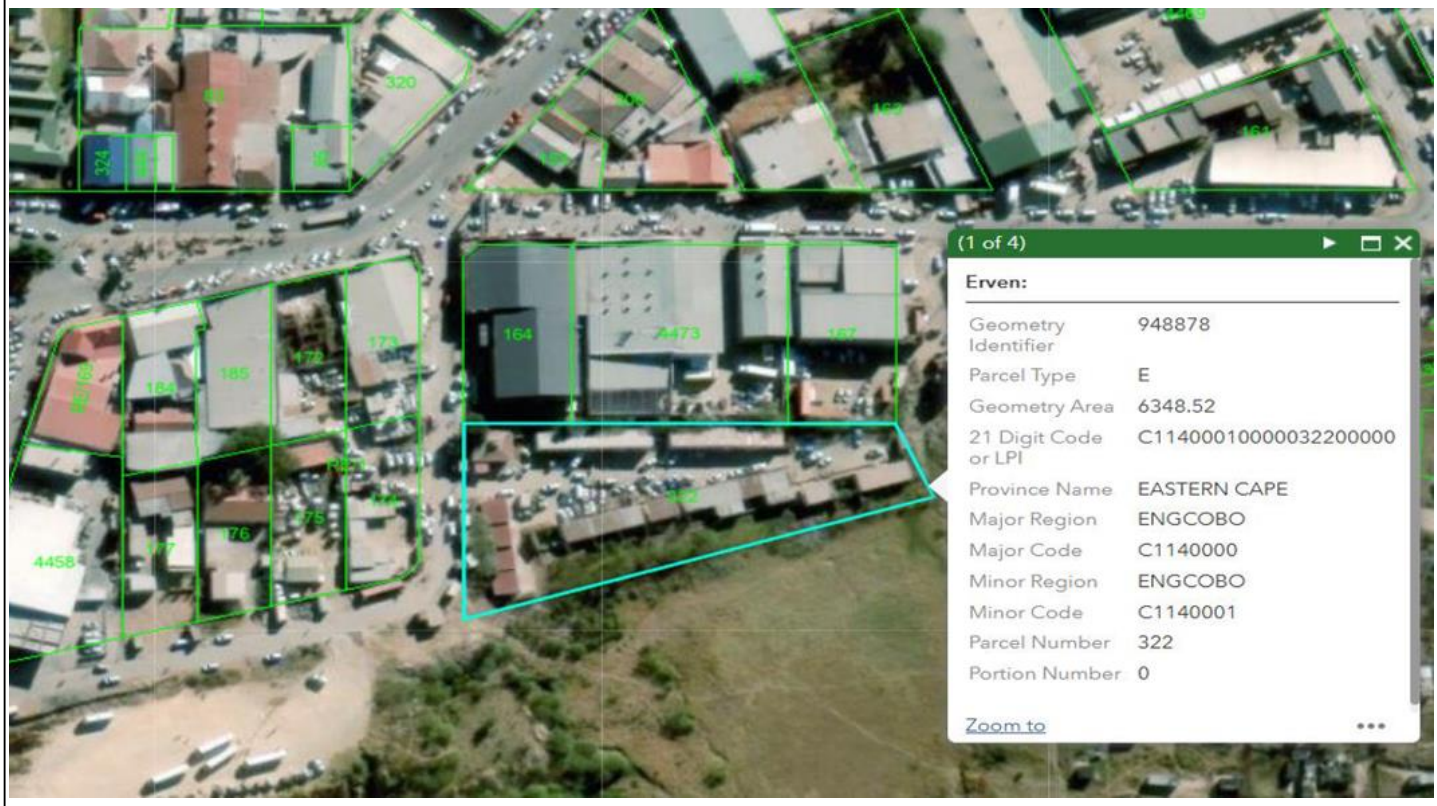
# T.1.1 TENDER NOTICE AND INVITATION TO BID

**1. Invitation to Bid**

Eastern Cape Development Corporation (ECDC) wishes to engage with a suitable Contractor for a turnkey solution for the repairs and refurbishment of a Transido in Ngcobo:

The Turnkey should consist of the following disciplines

- A Contractor with a 5 GB or Higher CIDB grading,
- A Professionally registered Architect (Pr. Tech or Higher) with the South African Council for Architects (SACAP),
- Professionally registered Civil or Structural Engineer (Pr. Tech or Higher) with the Engineering Council of South Africa (ECSA),
- A Professionally registered Health and Safety Agent (Pr. CHSA) registered with the South African Council for the Project and Construction Management Professions (SACPMP) and
- A Social Facilitator.




**GPS co-ordinates of the site are**
**Latitude - 31°40'38.8'S**

**Longitude - 28°00'05.2"E**

## 2. Eligibility to Bid

**a)** Bidders should meet the Mandatory Requirements in in order be evaluated T2.1 **(Mandatory List of Tender Returnables)**

**b)** The Bidder (Turnkey Contractor) should at a **MINIMUM** consist of the following when bidding.

**b.1. Building Contractor:**

- It is estimated that Contractor should have a CIDB grading of 5 GB or Higher
- Only those tenderers who are registered with the CIDB prior to submissions of bids with a contractor grading equal in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for the above-mentioned grading classes of construction work, are eligible to have their tenders evaluated.
- **Joint ventures are eligible to submit tenders provided that**:
    - every member of the joint venture is registered with the cidb;
    - the lead partner has a contractor grading designation in the **5 General Building (5 GB**) class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.
    - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5 GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

**b.2. Professional Members**

- Professional Team Members to form part of the design and construction oversight process of the project should hold their respective valid professional registration and should at a minimum be composed of the following professionals:
    - Architect (Pr. Tech or Higher) who is professionally registered with the South African Council for Architects (SACAP),
    - Professionally registered Civil or Structural Engineer (Pr. Technologist or Higher) with the Engineering Council of South Africa (ECSA),
    - a Professionally registered Health and Safety Agent (Pr. CHSA) who is professionally registered with the South African Council for the Project and Construction Management Professions (SACPMP)
- **b.3. Social Facilitator:**

**c)** For the purposes of this tender, an architect or architectural firm may participate in only one turnkey bid and may be associated with only one contractor. Any bid involving an architect or architectural firm that participates in more than one bid, or is associated with more than one contractor, will be disqualified.

**d)** For the purposes of this tender, the Civil or Structural Engineer or Engineering firm may participate in only one turnkey bid and may be associated with only one contractor. Any bid involving a civil or structural engineer or engineering firm that participates in more than one bid, or is associated with more than one contractor, will be disqualified.

**e)** Bidders must submit with the tender, a valid ISO 9001 certificate issued in respect of the high-security fencing supplier, together with a 10-year guarantee for the gates to be supplied. Upon completion of the fence installation, the Contractor must provide a Certificate of Compliance (CoC).

**f)** Where a professional member of the turnkey team is no longer able or considered suitable to perform the required duties, a replacement will be permitted only at the Contractor's discretion and with the Employer's prior written approval. Any approved replacement must be appointed before commencement of the works.

## 3. Payment of Bid Document

No payment is due to obtain tender documents.

**4. Collection /Availability of Documents**

Documents will be available for downloading from the ECDC website at :https://www.ecdc.co.za/open-tenders and eTenders

**5. Queries on Bid Document**

Queries relating to the issue of these documents may be addressed to Ms. S Vanda
**E- Mail** at **tenders@ecdc.co.za** **and cc** **svanda@ecdc.co.za**

**6. Estimated Timeline**

| Activity | | Date | Time |
|---|---|---|---|
| 1. | **Placing of Advert** | **15 October 2026 (eTender, CIDB and ECDC Website)** | N/A |
| 2. | **Compulsory Briefing Meeting** | **6 November 2026.**<br><br>**A compulsory briefing meeting will be held on site at the NGCOBO Transido.**<br><br>**GPS co-ordinates of the site are 31°18' 23.7" S and 28°44' 38.0" E** | **11:00** |
| 3. | **Last day of questions** | **The Bidder should request clarification of the tender documents, if necessary, by notifying ECDC at least five (5) working days before the closing time (Refer to Clause C.2.8 of Annex C Standard Conditions of Tender** | |
| 4. | **Final date of submission of bids** | **23 November 2026** | **12h00** |
| 5. | **Bid Validity** | **3 months (23 February 2027)** | |

6.1. **Compulsory Briefing Session and Site Location**

- ✓ **A briefing session will be held on the 06 November 2026 at 11:00 the Transido in NGCOBO. GPS co-ordinates of the site are 31°18' 23.7" S and 28°44' 38.0" E**
- ✓ For any enquiries relating to this Bid please email the procurement department at tenders@ecdc.co.za , attention **Ms. S Vanda and copy** svanda@ecdc.co.za _ and kfrance@ecdc.za
- ✓ Communication with the Bidders and any clarity on Queries will be posted on the website at www.ecdc.co.za or https://www.ecdc.co.za/open-tenders and will also be communicated to the bidders via email where the Bidder has indicated to ECDC that they are interested in submitting a bid/RFP
- ✓ Bidders must visit the site to ensure that their proper assessment of the site is done and that their Bills of Activities and Bill of Quantities is priced correctly. For access of site Bidders are to contact Ms C Sigcu on csigcu@ecdc.co.za
- ✓ This is a Turnkey Project and as such Bidders must acquaint themselves of the current site conditions, works extent and complexity and associated safety risks.
- ✓ ECDC will only consider bidders that have attended the briefing meeting.
- ✓ Service providers arriving after the meeting has been closed **will not be permitted to sign the attendance register.**
- ✓ Kindly note that an attendance register will be taken, and **non-attendance will result in disqualification from the bid.**

## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 42622, Board Notice 423 of 2019 on the 8th of August 2019 (See www.cidb.org.za).

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

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

| **Clause number** | **Tender Data** |
|---|---|
| C.1.1 | The employer is **Eastern Cape Development Cooperation (ECDC)** |
| C.1.2 | The Tender Documents issued by the Employer comprise the following documents:<br><br>**THE TENDER**<br>**Part T1: Tendering procedures**<br>T1.1 - Tender notice and invitation to tender<br>T1.2 - Tender data<br><br>**Part T2 : Returnable documents**<br>T2.1 - List of returnable documents<br>T2.2 - Returnable schedules<br><br>**THE CONTRACT**<br>**Part C1: Agreements and Contract data**<br>C1.1 - Form of offer and acceptance<br>C1.2 - Contract data<br><br>**Part C2: Pricing data**<br>C2.1 - Pricing instructions<br>C2.2 - Bill of Quantities/Activities<br><br>**Part C3: Scope of work**<br>C3 - Scope of work<br><br>**Part C4: Project Specifications** |

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| C.1.4 | **During Tender stage all communication shall be through the Procurement Department for attention:**<br>**Name: Ms. S Vanda**<br>Address: ECDC Head Office at ECDC House<br>Ocean Terrace Park<br>Moore Street<br>Quigney,<br>East London<br><br>Tel: 043 704 5600<br>E-mail: tenders@ecdc.co.za and cc svanda@ecdc.co.za<br><br>**FOR SITE ACCESS contact**<br><br>**Name: Ms. C Sigcu**<br><br>Tel: 043 704 5601<br>E-mail: csigcu@ecdc.co.za |

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| C.2.1<br>**Clause number reference to Annex A** | **<u>Eligibility</u>**<br>The Bidder (Turnkey Contractor) should at a **MINIMUM** consist of the following when bidding.<br>**b.1. Building Contractor:**<br>- It is estimated that Contractor should have a CIDB grading of 5 GB or Higher<br>- Only those tenderers who are registered with the CIDB prior to submissions of bids with a contractor grading equal in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for the above-mentioned grading classes of construction work, are eligible to have their tenders evaluated.<br>- **Joint ventures are eligible to submit tenders provided that**:<br>o every member of the joint venture is registered with the cidb;<br>o the lead partner has a contractor grading designation in the **5 General Building (5 GB**) class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.<br>o the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5 GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.<br><br>**b.2. Professional Members**<br>- Professional Team Members to form part of the design and construction oversight process of the project should hold their respective valid professional registration and should at a minimum be composed of the following professionals:<br>o Architect (Pr. Tech or Higher) who is professionally registered with the South African Council for Architects (SACAP),<br>o Professionally registered Civil or Structural Engineer (Pr. Technologist or Higher) with the Engineering Council of South Africa (ECSA),<br>o a Professionally registered Health and Safety Agent (Pr. CHSA) who is professionally registered with the South African Council for the Project and Construction Management Professions (SACPMP)<br>- **b.3. Social Facilitator:** |
| C.2.1 | **Not Applicable for this Bid**<br><br>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:<br><br>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a …. or …….*. class of construction work; and<br><br>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria: .....** |

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| C.2.2 | **<u>Cost of tendering</u>**<br><br>ECDC will not compensate the tenderer/service provider for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements. |
| C.2.7 | The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender above.<br><br>**Bidder to refer to Tender Notice above**<br><br>Tenderers must sign the attendance list in the name of the tendering entity.<br>Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance list. |
| C.2.12 | **Not Applicable for this Bid**<br><br>Main tender offers are not required to be submitted together with alternative tenders. |
| C.2.12 | No alternative tender offers will be considered. |
| C.2.12 | **Not Applicable for this Bid**<br><br>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.<br><br>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.<br><br>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.<br><br>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design. |

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| C.2.13.3 | **<u>Submission of Offer</u>**<br><br>a) Submit one duly signed tender offer only, either as a single tendering entity or as a member in a joint venture/consortium to provide the whole of the works identified in the contract data and described in the scope of works,<br><br>b) Return all duly signed returnable documents to ECDC after completing them in their entirety by writing legibly in non-erasable ink.<br><br>c) Submit to ECDC on paper, a duly signed ORIGINAL plus a PDF soft copy of the duly signed and completed ORIGINAL bid document (i.e. PDF format in Memory Stick. No Disc) Non-submission of a soft copy will not result in the Bid being disqualified. (if submitted physically)<br><br>d) Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.<br><br>e) Seal the original tender offer and copy packages together in an outer package that states on the outside only ECDC's<br><br>f) ECDC will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.<br><br>g) Offers submitted by facsimile, telephonic, telexed, email will be rejected by ECDC<br><br>h) ECDC will not be responsible if your bid is not submitted on time.<br><br>i) No alterations of the Bid Document will be allowed. Tenders may only be submitted on the tender documentation that is issued.<br><br>*j)* No correction fluid will be allowed. Corrections should be initialled. |

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| C.2.15.1 | **<u>Closing Time and Location of Submission of Documents</u>**<br><br>ECDC's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:<br><br>• **Bid Reference Number:** **ECDC/INFRA/427/102026**<br>• **For Attention:** **Ms S Vanda**<br>• **Delivered at:** **ECDC Head Office at ECDC House Ocean Terrace Park, Moore Street Quigney, East London**<br><br>**a)** Project Name: **REQUEST FOR PROPOSALS FOR A TURNKEY SOLUTION FOR THE REPAIRS AND REFURBISHMENT OF NGCOBO TRANSIDO**<br><br>**b)** **Bids/Tender** offers must be submitted on or before the final date and time of submission of bids as indicated in the Tender Notice and invitation to Tender.<br><br>**No Late submissions will be accepted: Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, they will be returned unopened to the Bidder(s).**<br><br>**c) Proof of posting shall not be accepted as proof of delivery**<br>**d) It is the Bidders responsibility to ensure that all the documents are received on time.**<br>**e) The bid box is open on weekdays between 08h00 and 16h30** |
| C.2.13.6<br>C.3.5 | **<u>Two – Envelope System</u>**<br><br>A two-envelope procedure is **NOT** applicable for this RFP/Bid. |
| C.2.13.9 | Telephonic, telegraphic, telex, emailed, or facsimile tender offers **will not** be accepted. |
| C.2.15 | The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. |
| C.2.16 | The tender offer validity period is 3 months. |
| C.2.18 | The tenderer shall, when requested by the Employer to do so, submit<br>a) the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.<br><br>b) Any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarised joint venture agreement), preferencing arrangements, or samples of materials, considered necessary by ECDC for the purpose of all full and fair assessment.<br><br>c) Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive. |

| | |
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| C.2.19 | Access shall be provided for the following inspections, tests, and analysis during working hours:<br>a) N/A<br>a) ECDC reserve the right to test or request testing report/s or standard report/s of the material to be used or used for the works. Where the material does not meet the required standard, ECDC may regard the tender offer as non-responsive. |
| C.2.20 | The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Contract Data/Contract of this procurement document |
| C.2.22 | **Not Applicable for this Bid**<br>Return all retained tender documents within 28 days after the expiry of the validity period |
| C. 2.23 | The tenderer is required to submit with his tender:<br>**a) Tax Compliance**<br>Bidders must ensure compliance with their tax obligations.<br>In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status.<br>The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, **7 working days** will be granted for remedy, failing which the bidder will be disqualified.<br>**b) Valid Letter of Good Standing from Compensation Commission**<br>The successful bidder will be required to submit a Letter of Good Standing (COIDA) issued by the Compensation Commissioner within 14 days prior to the commencement of the contract or after signing of the award letter.<br>**c) Performance Guarantee N/A**<br>Performance Guarantee to be submitted within 14 days after award . **N/A.**<br>**10% retention will be deducted on Monthly payment certificates to the successful bidder as form of Guarantee** |
| C.3.1.1 | The Employer will respond to requests for clarification received up to **five (5)** working days before the tender closing time. |
| C.3.4 | **Opening of the Bids**<br>Tenders will be opened immediately after the closing time for tenders at 12h00 hrs<br>There will be **NO PUBLIC OPENING** of the Bids/RFP received; however, the list of bids/RFP received may be published on the ECDC website.<br>There will be no discussions with any Bidder/Interested Party that Submitted Proposals/ Bids until evaluation have been complete. Any subsequent discussions shall be at the discretion of ECDC. |
| C.3.11.1 | The financial offer will be reduced to a comparative basis. |

C.3.11.2 **Evaluation Criteria**

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 as applicable to provincial government business enterprises as listed under schedule 3(D) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time.

The procedure for evaluation of tenders is as follows:

| | |
|---|---|
| **Stage 1 Pre-Qualification (Mandatory Requirements)** | Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified. |
| **Stage 2 Functionality Evaluation** | **Functionality:**<br>Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 60**%** for functionality (services) in order to be evaluated for stage 3 (Preferential procurement points). |
| **Stage 3 Preferential Procurement points system, price and specific goals** | **Preferential Procurement points:**<br>**Price and Specific goal Points** will be calculated in accordance with the preference point system, 80/20. |

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| C3.11.3 | The evaluation criteria and maximum score in respect of each of the criteria Detailed on Functionality Evaluation are on T2.1) |

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|---|---|
| A.3.13 | Tender offers will only be accepted if:<br><br>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;<br>b) the tenderer is able, in the opinion of the employer, to perform the contract free of conflicts.<br>c) the tenderer can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract.<br>d) the tenderer has the legal capacity to enter into the contract;<br>e) the tenderer is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;<br>f) the tenderer complies with the legal requirements,<br>1. the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation<br>2. the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.<br>3. the tenderer has not:<br>i) abused the Employer's Supply Chain Management System; or<br>ii) failed to perform on any previous contract and has been given a written notice to this effect.<br>4. the tenderer is Tax Compliant<br>- tenderers must ensure compliance with their tax obligations.<br>- in Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status.<br>- the tenderer Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, **7 working days** will be granted for remedy, failing which the bidder will be disqualified |
| C.3.17 | The number of paper copies of the signed contract to be provided by the employer is one (1). |

## Part T2 : Returnable documents

T2.1 - List of returnable documents

T2.2 - Returnable schedules

# T2.1 - List of returnable documents

## 1. Evaluation Criteria

This bid is subject to the CIDB and Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 as applicable to provincial government business enterprises as listed under schedule 3(d) of the Public Finance Management Act and the ECDC Procurement Policy as amended from time to time.
The procedure for evaluation of tenders is as follows:

| | |
|---|---|
| **Stage 1 Pre-Qualification (Mandatory Requirements)** | **Pre-Qualification (Mandatory Requirements)**<br>Service Providers are to meet all the Mandatory Requirements in order to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified. |
| **Stage 2 Functionality Evaluation** | **Functionality:**<br>Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 60% for functionality (services) in order to be evaluated for stage 3 (Preferential procurement points). |
| **Stage 3 Preferential Procurement points system, price and specific goals.** | **Preferential Procurement points:**<br>In accordance with the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the 80/20 Preference Point System shall apply to responsive price quotations and tenders/bids with a Rand value equal to, or above R2 000 and up to a Rand value of R50 000 000.00 inclusive of all applicable taxes.<br><br>**Joint Venture Preference Points Calculation (See Treasury Circular 02 of 2023/2024)**<br>For bidding purposes, a joint venture or consortium means an association of two or more individuals and/or individual business entities for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.<br>When evaluating bids of joint ventures/consortia, preference points must be allocated proportionately for such bidders in terms of their attributes or qualification for the relevant specific goal that is being scored, subject to the joint venture/consortium submitting the relevant proof of substantiation of points claimed as stipulated in the bidding documents. The points scored for the specific goals must then be added to the points scored for price and rounded off to the nearest two decimal points. |

## 1.1. STAGE 1: PRE-QUALIFICATION STAGE MANDATORY REQUIREMENTS (LIST OF TENDER RETURNABLES)

1. The purpose of the pre-qualification is to determine which bid is compliant and non-compliant with the bid special conditions issued by ECDC as part of the bid process.

   The following criteria shall apply:

   **a.** Bidders must ensure that all the required returnable documents and annexures are submitted together with this bid document (RFP), fully completed and signed as required in Table 1 below for mandatory returnable and Annexures.

   **b. Failure to comply with the below information as required in Table 1 below WILL invalidate your bid.**

   **c. ECDC reverses the right to verify all the supporting documentation provided by the bidder. Where the information submitted is incorrect and found to be fraudulent and misleading in nature, the bidder may be reported to the relevant authorities.**

| Description | | Mandatory Requirement for Award | Disqualification if not submitted with RFP or Bidder is found to be Non-Compliant at the Time of Bid Close |
|---|---|---|---|
| 1. | **Bidders must be registered on the National Treasury Central Supplier Database (CSD).**<br><br>The following information will be verified on the National Treasury Central Supplier Database:<br><br>• CSD Active Status – ECDC will verify whether the Bidder is registered on CSD including as to whether the Supplier Status of the Bidder is Active on CSD).<br>- Where the Supplier Status is inactive on CSD as at the bid/RFQ closing date and time, and/or during the evaluation process, and/or at the time of award, the bid submission shall not be considered for further evaluation or award.<br><br>- The Service Provider shall provide its valid CSD Number in the Cover Page, as required. It shall be the sole responsibility of the Service Provider to ensure that the correct and accurate CSD Number is submitted.<br>• Business Registration including details of directorship and membership, - The bidders' Business Registration Status will be verified on the CSD prior to the bid award and where the preferred bidder's status is under deregistration,**7 working days** will be granted for remedy, failing which the bidder will be disqualified.<br>• ID Number,<br>• Government Employee<br>• Tender Defaulting and Restriction Status. Should the Tender be a restricted supplier or a defaulting supplier they will be disqualified.<br><br>**<u>Onus on the Service Provider</u>**<br>Onus is on the Service Provider to make sure that all the above are active and compliant on the CSD at the time of bid closing and tender award.<br><br>**<u>Directors/Employees in the Service of State</u>**<br>Bids from persons in the service of the state, or companies with directors who are persons in the service of the state, will **not be considered for doing business with the state as stated below:**<br>**a)** Regulation 13(c) of the Public Service Regulations, 2016 provides that an employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.<br><br>**b)** The regulation further, prohibit an employee from registering on the National Treasury Central Supplier Database (CSD) as an individual, owner of a company or director of a public or private company unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.<br><br>**c)** ECDC reserves the right to verify such information from their AO/AA<br><br>**<u>JV's and Consortium:</u>** Where the Bidder is a JV/Consortium, each firm must be registered on the CSD | Yes | Yes |

| | | | |
|---|---|---|---|
| 2. | **Letter of Authority Requirements: The submission of the bid document must be duly authorised by the bidder as indicated by a duly authorised signature.**<br><br>**1.** To establish if this bid has been completed and signed by a duly authorised person **a Letter of Authority/ Board Resolution/ Delegation of Authority Matrix must be provided with the Bid document.**<br><br>1.1 Where there is more than one (1) director, shareholder, trustee, member etc. in the Company/Trust/Close Corporation etc. (institution), the directors, shareholders, trustees, members etc., should delegate a person by means of submitting a duly signed Delegation of Authority granting the authorized personnel to sign the Bid Document on the Bidder's behalf, **OR**<br><br>1.2 Where there is only one Director and the person completing the document is not the Director. The Director should delegate a person by means of submitting a duly signed Delegation of Authority granting the authorized personnel to sign the Bid Document on the Bidder's behalf.<br><br>2. The Letter of Authority shall be duly signed by all directors of the Bidder, or by those directors constituting the required quorum in terms of the Bidder's constitutional documents, for such Letter of Authority to be deemed valid.<br><br>**3.** Alternatively, a duly signed Board Resolution authorising the designated signatory to act on behalf of the Bidder shall be accepted, provided that such Board Resolution is signed by a duly authorised official, including but not limited to the Chairperson of the Board or the Company Secretary.<br><br>**The Letter of Authority MUST be attached to and submitted with the Bid document.** | Yes | **A duly signed Letter of Authority authorising the signatory to sign and submit the Bid/RFP on behalf of the Bidder shall be submitted together with the Bid/RFP documents.**<br>**In the event that the Letter of Authority is not submitted with the Bid/RFP, ECDC may afford the Bidder a period of forty-eight (48) hours to remedy such omission. Failure to submit the required Letter of Authority within the stipulated 48-hour period may result in the Bid/RFP being regarded as non-compliant and/or non-responsive.** |
| 3. | **Tax Compliance Requirements:**<br>• Bidders must ensure compliance with their tax obligations.<br>• In Bids where Consortia/ Joint venture/ Sub-Contractors are involved, each party must submit a separate proof of Tax Compliance Status.<br>• The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidder is not compliant, **7 working days** will be granted for remedy, failing which the bidder will be disqualified | Yes | No |

| | | | |
|---|---|---|---|
| 4. | **CIDB Requirements:**<br><br>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with **Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations**, for a GB (General Building) class of construction work, are eligible to have their tenders evaluated.<br><br>**Joint ventures are eligible to submit tenders provided that:**<br><br>1. every member of the joint venture is registered with the CIDB;<br><br>2. the lead partner has a contractor grading designation in the **GB (General Building)** class of construction work; not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.<br><br>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3GB or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.<br><br>**ECDC will verify whether the Bidders have an active and valid CIDB registration as required above** | Yes<br><br>**5 GB or Higher** | Yes<br><br>**5 GB or Higher** |
| 5. | **Professional registration of key personnel.**<br><br>The Turnkey team should also consist of the following professionals who are duly registered with the relevant statutory body for the provision of the following professional services:<br>• Architect (Pr. Tech or Higher) who is professionally registered with the South African Council of Architects (SACAP) as a Professional Architect<br><br>• Civil or Structural Engineer (Technologist or Higher) who is professionally registered with the Engineering Council of South Africa (ECSA) as a Professional Structural Engineer<br><br>• Health and Safety Agent (Pr. CHSA) who is South African Council for the Project and Construction Management Professions as a Professional Construction Health and Safety Agent<br><br>**Documents to be submitted:**<br>Submit a list of the allocated minimum required duly registered professionals with their professional registration certificates or registration numbers<br><br>**Note:** ECDC reserves the right to verify the validity of the registration during bid evaluation and anytime during the validity of the bid<br>Should the Service Provider's professional registration be not valid, ECDC will disqualify the bid. | Yes | Yes |

| | | | |
|---|---|---|---|
| 6 | **A Turnkey Agreement or letter of intent to enter into a Turnkey Agreement signed by all Turnkey Members who are Duly Authorised if members are not within one company. The turnkey agreement is to comprise of the following main members:**<br>1. Contractor<br>2. Professional Architect<br>3. Professional Civil or Structural Engineer (Technologist or Higher)<br>4. Professional Construction Health and Safety Agent<br>5. Social Facilitator | Yes | Yes |
| 7 | **Annexure B** – Supplier Information<br>**(Completed and Signed by the Delegated Authority) Attach Delegation of Authority** | Yes | Yes |
| 8 | **Annexure G.–** C.1.1 Form of Offer and Acceptance Offer; **(Completed and Signed by the Delegated Authority) Attach Delegation of Authority** | Yes | Yes |
| 9 | **Priced Bill of Quantities/Activities completed in ink** | Yes | Yes |
| 10 | **Annexure D - (SBD 4):** Declaration of interest (bidder);<br>**(Completed and Signed by the Delegated Authority) Attach Delegation of Authority**<br>**Important Note:**<br>✓ **Bidders and their directors, shareholder, member, trustee etc MUST declare ALL THE ENTITIES (companies) they have interest in, whether those companies are bidding for this contract**<br>✓ **Bidders can check their CSD and CIPC for the companies they have interest in.**<br>✓ **DEFINITION OF "RELATED ENTERPRISE" IS UNDER THE SECTION A: DEFINITIONS.**<br>✓ **AS PER SBD4, FALSE DECLARATION WILL RENDER THE BIDDER NON-COMPLIANT AND WILL BE DISQUALIFIED FROM FURTHER EVALUATION** | Yes | Yes |

| | | | |
|---|---|---|---|
| 11 | **Annexure E -** Statement of Consent to Data Processing<br><br>**(To be Signed and Completed by the Duly Authorised Signatory).**<br><br>**Non-submission of this Annexure with the RFP will not result disqualification, however, Bidder will be requested to fill in the Annexure in order for the ECDC to process and evaluate their RFP as per POI Act** | Yes | **No**<br>(Should be completed for the evaluation of the Bid. The Bidder should grant ECDC consent for Data Processing of their information for evaluation of the Bid.<br>Where the Bidder did not complete and sign this Annexure, ECDC will contact the Bidder for granting of permission prior the evaluation of their Bid.). The Bidder will be granted 48 hours for response. |
| 12 | **Annexure F –** (SBD 6.1.): Preferential Points Claim (Signed and Completed**).** Preferential Points Claim (Signed and Completed**).**<br><br>**Failure to submit the preference points claim and proof of address and supporting documents may result in awarding of 0 (zero) points preference points under Eastern Cape locality.**<br><br>**Note:**<br>**Bidders are required to submit their CIPC document and Shareholding Certificate as supporting documents to prove their ownership.** | No | No |
| 13 | **Annexure F - Declaration** (SBD6.1) Preferential Points Claim (Signed and Completed**).** Preferential Points Claim **with regards to Company /Firm Location**<br>**In order for the bidder to claim points for Eastern Cape base locality for specific goals as advised in the tender, the Bidder is required to submit supporting document as proof of address in the following formats:**<br>- **Utility Bill from the municipality**<br>- **Valid Signed Lease Agreement (verifiable)**<br>- **Letter from the Councilor (Stamped and signed)**<br><br>**Failure to claim points by completing and submitting the declaration and supporting documents for proof of address may result in awarding of 0 (zero) points preference points under Eastern Cape locality.** | No | No |
| **The following will be applicable to Joint Ventures/Consortium** | | | |
| 14. | Consortium/Joint Venture Agreement or letter of intent to enter in a Consortium / Joint Venture signed by all Consortium Members who are Duly Authorized | Yes | Yes |
| 15 | Resolution of the Board of Directors to enter into a Consortium/Joint Venture from each member firm of the Consortium/Joint Venture for this Bid. | Yes | Yes |

| | | | |
|---|---|---|---|
| 16 | Letter of Authority of Signatory(individual) authorizing the Signatory to sign on behalf of the Consortium/JV.<br><br>The Letter of Authority MUST be from each member firm and must be signed by all directors of each member firm (or Board Resolution will be accepted). | Yes | Yes |
| **Annexure F –** (SBD 6.1.): Preferential Points Claim (Signed and Completed by all JV /Consortium members. Preferential Points Claim (Signed and Completed**).** **Failure to submit the preference points claim and proof of address from each JV/ Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Based Locality.**<br><br>**Note:**<br>**All JV/ Consortium Members are required to submit their CIPC document and Shareholding Certificate as supporting documents to prove their ownership.** | | No | No |
| **Proof of Location**<br><br>**Annexure F - Declaration** (SBD6.1) Preferential Points Claim (Signed and Completed**).** Preferential Points Claim **with regards to Company /Firm Location**<br><br>**In order for the bidder to claim points for Eastern Cape base locality for specific goals as advised in the tender , the Bidder is required to submit supporting document as proof of address in the following formats:**<br><br>- **Utility Bill from the municipality**<br>- **Valid Signed Lease Agreement (verifiable)**<br>- **Letter from the Councilor (Stamped and signed)**<br>**Failure to submit the declaration and proof of address for each JV/ Consortium member may result in awarding of 0 (zero) points preference points under Eastern Cape Locality.** | | No | No |

**KINDLY NOTE THAT, FAILURE TO SUBMIT THE REQUIRED MANDATORY DOCUMENTATION WITH THE BID WILL RESULT IN YOUR BID BEING DISQUALIFIED WITHOUT FURTHER CONSIDERATION.**

**Important Note**

1. The successful service provider will be subjected to the signing of the FIDIC Silver Book Conditions of Contracts for Engineering, Procurement & Construction (EPC)/Turnkey, Second Edition 2017 within 14 days of appointment.
2. The successful bidder will be required to submit a Letter of Good Standing from the Compensation Commission within 14 days of appointment.
3. Contract works and Public Liability Insurance within 14 days of appointment.
4. An Organogram and Methodology for the project within 14 days of appointment.
5. Professional Indemnity Insurance from the Architect, Civil or Structural and Health and Safety Agent forming part of the Turnkey within 7 days of appointment.
6. An approved and project specific Health and Safety file within 14 days upon appointment.
7. An Approved Construction Programme with 14 days upon appointment.
8. Bidders must, before installation, submit a valid ISO 9001 certificate issued in respect of the supplier of the required high-security gates.

**Stage 2 – Functionality Evaluation Criteria**

| | | | |
|---|---|---|---|
| **STAGE 1- CRITERIA FOR FUNCTIONALITY (65 points)** | | | |
| **CAPACITY** | | | |
| **HUMAN RESOURCES** | | | |
| **EXPERIENCE AND TRACK RECORD OF KEY PERSONNEL**<br>**Documents to be Submitted**<br>• Detailed break-down of the team or Completion of Annexure C **and**<br>• CV's of the individual team members of the Key Personnel listed below clearly defining their responsibilities in this project and the number of years' of experience required<br>• Copies of Professional Registration to the relevant body /council or Professional Registration Number | | | |
| i)<br><br>ii)<br><br>iii) | **For professional members of the turnkey team, experience will be counted post professional registration.**<br><br>**Professionally registered Architect will score points as follows:**<br>• 8 or more years of post-registration experience = 15 Points<br>• 5 to less than 8 years of post-registration experience = 10 Points<br>• 3 to less than 5 years post registration = 5 Points<br>• Less than three years of post-registration experience in professional architect = 0 points<br><br>**Professionally registered Civil or Structural Engineer (Technologist or Higher) will score points as follows:**<br>• 8 or more years of post-registration experience = 15 Points<br>• 5 to less than 8 years of post-registration experience = 10 Points<br>• 3 to less than 5 years post registration = 5 Points<br>• Less than three years of post-registration experience in professional architect = 0 points<br><br>**Professionally registered Health and Safety Agent (Pr. CHSA) will score points as follows:**<br>• 6 or more years of post-registration experience = 15 Points<br>• 3 to less than 6 years of post-registration experience = 10 Points<br>• 1 to less than 3 years post registration = 5 Points<br>• Less than one year of post-registration experience in professional Health and Safety Agency services = 0 points | **45** | |

| | | | |
|---|---|---|---|
| | **Contractor's Experience in performing similar work (20 Points):** | | |
| ii) | List of similar projects undertaken by the Contractor with reference to a project of a similar nature and complexity, e.g., repairs and refurbishments of existing building including erecting high security fencing.<br><br>(Bidder to submit a duly signed reference letter with contactable references for each similar project completed up to a maximum of 5 reference letters.)<br>Failure to submit the list of projects with reference letters will result in non-allocation of points.<br>• 5 similar projects with reference letter = 20 points<br>• 4 similar projects with reference letter = 15 points<br>• 3 similar projects with reference letter = 10 points<br>• 2 similar projects with reference letter = 5 points<br>• Less than 2 projects with reference letters = 0 Points<br><br>**Reference letter to be:**<br>✓ On Client Letterhead<br>✓ Duly signed by the Client<br>✓ State that the scope of works that were carried out. Only reference letters that have similar works similar in nature and complexity will be considered for allocation of points<br>✓ State the works carried out were at a satisfactory manner. Only letters that indicate that the works were carried out in a satisfactory manner will be accepted<br>**ECDC reserves the right to authenticate and verify the reference letters from the Clients.** | **20** | |
| | **Capacity of Contractor (15 Points):** | | |
| iv) | A clear organogram consisting of the below mentioned as minimum staff must be submitted together with the CV's of individuals identified. The years will be calculated from the date as reflected on the qualification certificate.<br><br>Bidders must provide evidence of the qualifications and competencies of the key personnel identified below, excluding the General Foreman, who will be deployed on the project. This evidence must include certified copies of the relevant original qualification certificates. All qualifications must be in the built environment.<br><br>Where qualification certificates submitted with the bid are not certified copies, ECDC will request the shortlisted bidders to provide them within the prescribed timeframe. Failure in submission may lead to non-allocation of points.<br><br>- National Diploma or Higher<br>- TVET N6<br>- SAMTRAC or equivalent course, HIRA or equivalent course, First Aid Level 2 SHE Safety for Supervisors Training or equivalent course for Health and Safety Officer<br><br>**a) Site/Construction Manager**<br><br>10+ more years = 5 points, 3 to less than 10 years = 3 points, less than 3 years = 0 points<br>**b) Foreman**<br>10+ more years = 5 points, 3 to less than 10 years = 3 points, less than 3 years = 0 points<br>**c) Health and Safety Officer**<br><br>10+ more years = 5 points, 3 to less than 10 years = 3 points, less than 3 years = 0 points | **15** | |
| | | | |
| **Total Points** | | | **80** |

**Important Note:**

**False representation of information submitted will lead to the Bidder being reported to relevant authorities.**

a) Only bids that have achieved the minimum qualifying score for functionality will be evaluated further in terms of preferential procurement points (stage 3).

b) All bids that fail to achieve the minimum score will be disqualified.

c) The minimum qualifying score (in a percentage) for functionality shall be calculated as follows:

$$Ps = \frac{So}{Ms} x100$$ Where:

So = Total score for bid under consideration

Ms = Maximum possible score

d) The percentages of each panel member shall be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.

## 1.2. Stage 3 – Preference Procurement Point - Evaluation Criteria

In accordance with the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the 80/20 Preference Point System shall apply to responsive RFP/tenders/bids with a Rand value up to R50 000 000.00 inclusive of all applicable taxes.

Preference points for this RFP shall be awarded for price and the specific goals as per the table below.

**a)** The points for this tender are allocated as follows:

| CRITERIA | APPLICABLE POINTS | DOCUMENTS TO BE SUBMITTED |
|---|---|---|
| **a) Price** | 80 | |
| **b) Specific Goals** | | |
| • Eastern Cape Based Service Provider | 05 | Location of the Bidder will be verified from the following documents:<br>✓ Bidder's Utility Bill,<br>✓ Valid lease agreement submitted by the bidder,<br>✓ Letter from the Ward Councilor (Signed and stamped). |
| • **51% and above black owned enterprises** | 10 | Ownership document to prove ownership (e.g. CIPC document and Share Certificates where ownership is different from directorship |
| • **51% and above women owned enterprises** | 03 | Ownership document to prove ownership (e.g. CIPC document and Share Certificates where ownership is different from directorship |
| • **51% and above youth owned enterprises** | 02 | Ownership document to prove ownership (e.g. CIPC document and Share Certificates where ownership is different from directorship |
| **Total points for Price and SPECIFIC GOALS** | 100 | |

**b) Price**

(i) The lowest acceptable bid will score 80 points for price.

(ii) The formula below will be used to calculate the points out of 80 for price in respect of the bid/tender.

**(iii)** Preference points for price shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

| DETAILS | 80/20 PREFERENCE POINT SYSTEM |
|---|---|
| Formulae | $Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$ |
| | Ps = Points scored for comparative price of bid / price of tender under consideration<br>Pt = Comparative price of bid / price of tender consideration<br>Pmin = Comparative price of lowest acceptable tender/ offer |

**c) Specific Goals**

**(i) In order to claim specific goal points, bidder is required to complete SBD 6.1 which includes declaration for company/ firm location. In order for the bidder to be allocated points, the bidder is required to provide documentary proof of location, CIPC and/or share certificate to prove ownership as per table above**

(ii) Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals on the tender, may be construed that the preference points for specific goals are not claimed by the bidder.

The ECDC does not bind itself to accept the lowest Bid or any other Bid and reserves the right to accept the whole or part of the Bid.

# Annexure A

## Standard Conditions of Tender

*The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 on the 8th of August 2019 (See www.cidb.org.za). Refer corresponding prefixes.*

## C.1 General

### C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in A.2 and A.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

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

C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

### C.1.2 Tender Documents

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

### C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

**a)** **conflict of interest** means any situation in which:

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.

ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) in compatibility or contradictory interests exist between an employee and the tenderer who employs that

employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.

c) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.

d) **fraudulent practice** means the misrepresentation of the facts to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

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

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

### C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.

b) funds are no longer available to cover the total envisaged expenditure; or

c) no acceptable tenders are received.

d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

### C.1.6 Procurement procedures C.1.6.1 General

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

### C.1.6.2 Competitive negotiation procedure

**C.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**C.1.6.2.2** All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements

which restrict or distort competition or have a discriminatory effect.

**C.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**C.1.6.2.4** The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

## C.2 Tenderer's obligations

### C.2.1 Eligibility

**C.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**C.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### C.2.2 Cost of tendering

**C.2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**C.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### C.2.3 Check documents

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

### C.2.4 Confidentiality and copyright of documents

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

### C.2.5 Reference documents

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

### C.2.6 Acknowledge addenda

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

### C.2.7 Clarification meeting

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

### C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

### C.2.9 Insurance

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

### C.2.10 Pricing the tender offer

**C.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

**C.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**C.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

### C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

### C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign (Signature by authorized personnel) the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

### C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

### C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as “SUBSTITUTE”.

### C.2.17 Clarification of tender offer after submission

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

***Note:*** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

### C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

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

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

### C.2.19 Inspections, tests and analysis

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

### C.2.20 Submit securities, bonds and policies

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

### C.2.21 Check final draft

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

### C.2.22 Return of other tender documents

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

### C.2.23 Certificates

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

## C.3 The employer's undertakings

### C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

a) an individual firm, or a joint venture, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

### C.3.3 Return late tender offers

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

### C.3.4 Opening of tender submissions N/A

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points ECDC specific goal and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

### C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### C.3.6 Non-disclosure

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

### C.3.7 Grounds for rejection and disqualification

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

### C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified inthe Scope of Work,
b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract,

or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

## C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

a) the gross misplacement of the decimal point in any unit rate.
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:

(i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
(ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall g3.overn, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

## C.3.10 Clarification of a tender offer

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

## C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

| **The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:** | |
|---|---|
| **Requirement** | **Qualitative interpretation of goal** |

| | |
|---|---|
| Fair | The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information. |
| Transparent | The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest. |
| Competitive | The system provides for appropriate levels of competition to ensure cost effective and best value outcomes. |
| Cost effective | The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes. |

**The activities associated with evaluating tender offers are as follows:**

a) Open and record tender offers received.
b) Determine whether or not tender offers are complete.
c) Determine whether or not tender offers are responsive.
d) Evaluate tender offers
e) Determine if there are any grounds for disqualification.
f) Determine acceptability of preferred tenderer
g) Prepare a tender evaluation report.
h) Confirm the recommendation contained in the tender evaluation report.

### C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

### C.3.12 Insurance provided by the employer

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

### C.3.13 Acceptance of tender offer

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract.
c) has the legal capacity to enter into the contract.
d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a

court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

e) complies with the legal requirements, if any, stated in the tender data; and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents and other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### C.3.15 Complete adjudicator's contract

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

### C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

### C.3.17 Provide copies of the contracts

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

### C.3.18 Provide written reasons for actions taken

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

**ANNEXURE A**

**ADDITIONAL CONDITIONS OF TENDER OF ECDC**

*Where the CIDB standard condition of tender does not address the following, clauses on the ECDC standard conditions of tender, the ECDC Standard condition of tender will be additional.*

### 1.1 Withdrawal of Proposals

Bidders may withdraw their proposal by written notification on or before the date Specified for the evaluation of Bids.

### 1.2 Ownership of Proposals and presentations

The ECDC shall on receipt of any proposal relating to this request and submitted in accordance with the procedure set out herein, shall become the owner thereof and the ECDC shall not be obliged to return any proposal.

### 1.3 Tax Clearance Certificate requirement

It is a condition of all bids inclusive of foreign bidders / individuals) that the South African taxes of the successful bidder must be in order.

The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, **7 working days** will be granted for remedy, failing which the bidder will be disqualified.

In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party will be verified separately for proof of Tax Compliance Status.

In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

### 1.4 Confidentiality

The entire process of calling for Bids was initiated by the ECDC in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the bids shall be conducted in closed sessions and members of the Evaluation and Procurement Committee and prospective service providers are bound to treat all discussions as highly confidential.

The bidder shall not divulge directly or indirectly to any other person than a person employed by ECDC, make copies or extracts of any of the information obtained during this assignment, while they may have access to ECDC's trade secrets, confidential information which may include, specifications, plans, drawings, pattern, samples, written instructions, notes, memoranda, technical information, know-how or process or method or any other records of whatsoever nature without the written consent of ECDC and shall surrender all these items to ECDC on termination of the assignment or on demand of ECDC.

The service provider shall not be entitled to make use of the information whether for its own benefit or that of others, to make available or derive any profit from any of the information or knowledge specifically related to the business or affairs of ECDC.

Any document shall remain the property of ECDC and shall be returned (all copies) to ECDC on completion of the contract if so required by ECDC.

The processing of personal information collected during this procurement process shall comply with the Protection of Personal Information Act, 2013 (POPIA). ECDC ensures that all personal data provided by bidders will be processed lawfully, stored securely, and used only for the purpose of bid evaluation,

compliance verification, and contract execution. By submitting a bid, the bidder consents to the collection and processing of their personal data by ECDC for these purposes.

Bidders' personal and business information will be securely stored and retained for a period not exceeding **five (5) years** after the contract award, in compliance with the **POPIA retention principles**. Only authorized ECDC personnel will have access to this information. After the retention period, personal data will be securely disposed of.

### 1.5 Inventions Patent and Copy-Rights

The service provider cedes, assigns and transfers to ECDC all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of ECDC (which includes, but is not limited to, methodologies and products) which arises within the course and scope of this services will be assigned to ECDC.

The Service Provider shall Provide ECDC the sole and exclusive right to alter and adapt the work.

The service provider shall indemnify ECDC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by ECDC.

### 1.6 Ethics

Any attempt by an interested Bidder to obtain confidential information or enter into unlawful agreements with competitors or influence the various ECDC Procurement Committee's or the ECDC during the process of examining, evaluating and comparing Bids/Proposals or Proposals will lead to the rejection of its bid/quotation/proposal in its entirety.

The Bidder must declare any business or other interests it has with the ECDC or any employee of the ECDC, as per the declaration of interest form annexed hereto marked in Section D; failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

### 1.7 Competition

Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive biding.

An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder/s is / are or a contractor(s) was / were involved in collusive bidding.

If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.

Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

In this regard bidders are required to complete the Certificate of Independence Bid Determination, failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by ECDC, has /have engaged in the restrictive practice referred to above, ECDC may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.

If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, ECDC may in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding 10 (ten) years and / or claim damages form the bidder(s) / contractor(s) concerned.

### 1.8 Cancellation of Bid Process

The ECDC shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals and/or Quotations at any time and shall notify the interested service providers accordingly. The ECDC shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid. The publication of the bid does not commit the ECDC to appoint any of the qualifying Bidders.

### 1.9 Interviews

In terms of the bid evaluation process short listed bidders may be interviewed. This will entail the bidder being invited to a venue as determined by the bid committee. All transport and accommodation costs incurred by the bidder will be for the bidders account and will not be reimbursed in any way. Failure to attend a scheduled interview will lead to immediate disqualification from the bid process. The ECDC reserves the right to appoint a bidder without conducting interviews.

### 1.10 Signing of Documentation

The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

### 1.11 Contract award

The successful bidder will be notified of the bid award in writing by the Procurement Department.

The acceptance of any proposal shall only be confirmed with the conclusion of a final written signed service level agreement or any other appropriate agreement between the ECDC and the successful Bidder, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the ECDC and the Successful Bidder.

As a guideline regarding the content of the service level agreement, the bidder is referred to the FIDIC SILVER BOOK EPC/TURNKEY CONTRACT (SECOND EDITION 2017)

Until such time that an appropriate agreement has been concluded in writing between the ECDC and the successful Bidder, no rights shall be conferred, nor shall any legitimate expectations be conferred to the successful Bidder to carry out the works or services provided for in this Bid.

The ECDC, the Accounting Officer and the Bid Committee (as the case may be) does not bind itself to accept either the lowest (price),highest (points) or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Institution even if it implies a waiver by the ECDC, the Accounting Officer, or the Bid Committee, (as the case may be) of certain requirements which the ECDC, the Accounting Officer, the Bid Committee, (as the case may be) considers to be of minor importance and not complied with by the bidder.

The ECDC will not entertain any request of feedback before the final awarding of the contract.

### 1.13 Supplier Due Diligence

ECDC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

### 1.14 Disclaimer

This Bid document has been prepared for the purpose of providing information to interested Bidders. The provision of any additional information about the organization to Bidders, are disclosed and will be made available to enable the prospective Bidders to submit comprehensive bids.

Interested Bidders are accordingly required to conduct their own due diligence in respect of the ECDC and its business operations and the nature and scope of the services required.

The ECDC accepts no responsibility for the fairness, accuracy or completeness of any information or opinions, for any errors, omissions, or misstatements, negligent otherwise, made by any person in this Bid document or at any Compulsory briefing session.

The ECDC accepts no liability for any loss incurred by any person(s) due to events or action taken as a consequence of the preparation and dissemination of this bid request.

Except in cases of criminal negligence or wilful misconduct, and in the case of infringement the bidder shall not be liable to ECDC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay penalties and/or damages to ECDC; and

The aggregate liability of the bidder to ECDC, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Whilst all due care has been taken in connection with the preparation of this bid, ECDC makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. ECDC, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by ECDC (other than minor clerical matters), the Bidder(s) must promptly notify ECDC in writing of such discrepancy, ambiguity, error or inconsistency in order to give ECDC an opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by ECDC will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a Quotation in response to this Bid.

### 1.15 Contact and Communication

A nominated official of the bidder(s) can make enquiries in writing, to the specified person on the table below. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

The delegated office of ECDC, Procurement Department, may communicate with Bidder(s) where clarity is sought in the bid proposal.

Any communication to an official or a person acting in an advisory capacity for ECDC in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

All communication between the Bidder(s) and ECDC must be done in writing.

| Details | Bidding Procedure |
|---|---|
| Department | Procurement Department |
| Contact person | Ms S Vanda |
| Telephone number | 043 704 5601 |
| E-mail address | tenders@ecdc.co.za or svanda@ecdc.co.za |

## 1.22 ECDC'S STANCE ON FRAUD, CORRUPTION, AND THEFT

The Eastern Cape Development Corporation (ECDC) upholds the highest standards of integrity, accountability, and ethical governance. As a responsible public entity, ECDC has a zero-tolerance approach to fraud, corruption, and theft, recognizing these as serious offenses that undermine public trust and hinder sustainable development. ECDC is committed to fostering a culture of transparency and ethical conduct, ensuring that all employees, stakeholders, and service providers adhere to strict anti-fraud policies and governance frameworks. To this end, ECDC encourages the reporting of any suspected fraudulent activities through its confidential and independently managed fraud hotline.

| ETHICS & FRAUD HOTLINE REPORTING CHANNELS | |
|---|---|
| Free Contact Number: | 0800 116 655 |
| Post | PO Box 10512, Centurion, 0046 |
| SMS Number: | 30916 |
| Dedicated Email Address: | ecdc@thehotline.co.za |
| Fax | 0867 261 681 |
| Mobile application | Vuvuzela Hotline app - download from Google play store, use 0800 116 655 to report |
| Website Link | https://www.thehotline.co.za/report - use 0800 116 655 to report |

## T2.2. - Returnable schedules

T2.2.1 – Declarations

| ANNEXURE B: SUPPLIER INFORMATION/COMPANY ENTERPRISE QUESTIONNAIRE<br><br>Note: Mandatory Requirement. Failure to complete and sign this document will result in the bid being non-responsive.<br><br>Important Note: The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted. | |
|---|---|
| **Legal Name of Bidder:**<br>(Same as CSD) | |
| **Trading Name of Bidder:**<br>(Same as CSD) | |
| **Company/Close Corporation Registration Number**<br>(Same as CIPC) | |
| **Physical Address** | |
| **Postal Address** | |
| **Contact Person (of the JV if the Bidder is a JV)** | |
| **Title/Position in the Firm** | |
| **Mobile Number (of the JV if the Bidder is a JV)** | |
| **Bidder Telephone Number (of the JV if the Bidder is a JV)** | |
| **Facsimile Number** | |
| **Email Address of Contact Person (of the JV if the Bidder is a JV)** | |
| **Email Address of Bidder (of the JV if a the Bidder is a JV)** | |
| **Tax Reference Number:** | |
| **VAT Registration Number** | |

| | | | |
|---|---|---|---|
| **Central Supplier Database Number** | **MAAA** | | |
| **CIDB Registration Number** | | | |
| **Are the Accredited Representative in South Africa for the Goods/Services/Works Offered?** | □ Yes □ No<br>(If Yes enclose Proof) | **Are you a foreign based supplier for the Goods/Services/Works Offered?** | □ Yes □ No<br>(If Yes, answer the questionnaire Below) |

| **QUESTIONAIRE TO BIDDING FOREIGN SUPPLIERS** | |
|---|---|
| Is the Entity a resident of the Republic of South Africa (RSA) | □ Yes □ No |
| Does the Entity have a branch in the RSA? | □ Yes □ No |
| Does the Entity have a permanent establishment in the RSA? | □ Yes □ No |
| Does the Entity have any source of income in the RSA | □ Yes □ No |

**If the answer is "No" to all of the above, then it is not a requirement to register for a Tax Compliance Status system pin code from the South African Revenue (SARS) and if not register**

**Directors/Employees in the Service of State**

Bids from persons in the service of the state, or companies with directors who are persons in the service of the state, will not be considered doing business due to the following:

1. Regulation 13(c) of the Public Service Regulations, 2016 provides that an employee shall not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.
2. The regulation further, prohibit an employee from registering on the National Treasury Central Supplier Database (CSD) as an individual, owner of a company or director of a public or private company unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.

**ECDC reserves the right to verify such information from their AO/AA**

**The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise: (attach letter of authority)**

i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) **confirms that the bidding company acknowledges request and terms and conditions of the bid/RFP:**

.....

**(NAME OF BIDDER).**

Name of Delegated Signatory **(Attach Delegation of Authority)**

Date_____

_____

Designation

Signature_____

_____

| Annexure C: Location of Bidder | | |
|---|---|---|
| 1 | Where is the Bidder's main office? | |
| | Other offices: - Contractor | |
| | Other offices: - Architect | |
| | Other offices: -Civil or Structural Engineer | |
| | Other offices: - Health and Safety Agent | |
| | Other offices: - Social Facilitator | |

| Annexure C: Human Resource Capacity | | | | |
|---|---|---|---|---|
| 1 | How many full-time Key Personnel will be involved in this project? | | | |
| 2 | Provide the names of the Key Personnel Allocated to this project | | | |
| | **Name of staff member** | **Role and Responsibility** | **Qualification/ Professional Registration Number**<br><br>**Bidder to Submit proof of certificates (certified)** | **Years of Experience in built environment similar works** |
| | | Architect | Professional Registration No<br><br>…….. | Post Registration<br><br>…….. |
| | | Civil or Structural Engineer | Professional Registration No<br><br>…….. | Post Registration<br><br>…….. |
| | | Health and Safety Agent | Professional Registration No<br><br>…….. | Post Registration<br><br>…….. |
| | | Social Facilitator | Qualification<br><br>…….. | Post Qualification<br><br>…….. |
| | | Site/Construction Manager | Qualification<br><br>…….. | Post Qualification<br><br>…….. |
| | | Foreman | Qualification<br><br>…….. | Post Qualification<br><br>…….. |

| | | | | |
|---|---|---|---|---|
| | | Health and Safety Officer | Qualification<br><br>…….. | Post Qualification<br><br>…….. |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 3. Comments: | | | | |

**Annexure D - (SBD 4): BIDDER'S DISCLOSURE**

**Note: Mandatory Requirement. Failure to complete and sign this document will result in the bid being non-responsive.**

**Bidder can attach supporting documents if space provided below is not sufficient for declaration**

**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 is 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 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 ☐ |

- If so, furnish particulars:

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

- 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 consortium1 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.

**3.5.** 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.

**3.6.** 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.

**3.7.** 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 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

**I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 5 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 05 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

| | | | |
|---|---|---|---|
| **SIGNATURE OF BIDDER OF DELEGATED AUTHORITY** | | **DATE** | |

[1] 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.

## ANNEXURE E: STATEMENT OF CONSENT TO DATA PROCESSING

**In terms of the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013)**

1. I, _____(full names of the **client/applicant**),

   Identitynumber_____**("the applicant")** do hereby grant my consent to the Eastern Cape Development Corporation ("the ECDC") and its appointed processor to process my personal data for the purpose of any or all of the undermentioned actions, being the legitimate reasons for processing and/or using my personal data.

2. I accept that my personal information will only be utilized for the purposes it was collected, that the information will only be retained for as long as is necessary and required by law, and that I have the right to view such information at any time, as well as requested correction or deletion of my personal information held by the ECDC.

3. I am aware that I may withdraw my consent at any time by using the relevant Data Subject Consent Withdrawal Form.

4. I herewith consent to the ECDC official / staff member / employee or agent collecting and having access to my personal information.

5. I expressly consent to the ECDC official / staff member / employee or agent to collect and process this information for the purpose of **considering my application for funding / leasing / employment alternatively for considering our bid document**.

6. I expressly consent to the ECDC or its official / staff member / employee or agent having access to my personal information contained in my application for lease, employment, funding, my bid document or any other administrative document required by the ECDC for processing.

7. I expressly consent to the ECDC or its official / staff member / employee or agent using my personal information to communicate with me in person / via telephone / email / video call / fax / WhatsApp / any form of social media.

8. I expressly consent that the ECDC or its official / staff member / employee or agent may discuss any of my personal information with any of its officials / staff members / employees or agents that may at any stage of my application be involved in considering same and forward any such information to any ECDC relevant committee or forum.

9. I expressly consent to the ECDC or its official / staff member / employee or agent **handing over any outstanding accounts to debt collection third parties (applicable to properties/development finance and business support unit).**

10. I expressly consent to the ECDC or its official / staff member / employee or agent handing over my personal information for purposes of verification of my credit profile or record, references or any purpose required in terms of the law.

| **SIGNATURE of the DELEGATED AUTHORITY** | | **DATE** | |
|---|---|---|---|

## Annexure F: SBD 6.1 Preference Point Claim in terms of the Preferential Procurement Regulations 2022

**SBD 6.1: Complete in full and sign**

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2. Principle applicable for this tender is:**

**2.** The applicable preference point system for this tender is the 80/20 preference point system.

2.1 Points for this tender shall be awarded for:

(a) Price; and

(b) Specific Goals.

2.2 The maximum points for this tender are allocated as follows:

| CRITERIA | APPLICABLE POINTS | DOCUMENTS TO BE SUBMITTED |
|---|---|---|
| **c) Price** | 80 | |
| **d) Specific Goals** | | |
| • Eastern Cape Based Supplier | 05 | Location of the Bidder will be verified from the following documents:<br>✓ Bidder's Utility Bill,<br>✓ Valid lease agreement submitted by the bidder,<br>✓ Letter from the Ward Councilor (Signed and stamped). |
| • 51% and above black owned enterprises | 10 | Ownership document to prove ownership (e.g. CIPC document and Share Certificates where ownership is different from directorship |

| | | |
|---|---|---|
| • **51% women owned enterprises** | 03 | Ownership document to prove ownership (e.g. CIPC document and Share Certificates where ownership is different from directorship |
| • **51% youth owned enterprises** | 02 | Ownership document to prove ownership (e.g. CIPC document and Share Certificates where ownership is different from directorship |
| **Total points for Price and SPECIFIC GOALS** | 100 | |

2.3 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.

2.4 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 regarding preferences, in any manner required by the organ of state.

## 3. 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).

## 4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 4.1 POINTS AWARDED FOR PRICE

#### 4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20** **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 4.2 POINTS AWARDED FOR SPECIFIC GOALS

4.2.1. 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:

4.2.2. 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 or 90/10 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 or 90/10 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 or 90/10 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 90/10 and 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 either the 90/10 or 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** | **APPLICABLE POINTS** | **Number of points claimed by the Bidder (80/20 system)** |
|---|---|---|
| **a) Price** | 80 | |
| **b) Specific Goals** | | |
| • 51% and above black owned enterprise | 10 | |
| • Eastern Cape Based Supplier | 05 | |
| • 51% and above women owned enterprises | 03 | |
| • 51% and above youth owned enterprises | 02 | |
| **Total points for Price and SPECIFIC GOALS** | | |
| | 100 | |

**Attach supporting documents for the points allocation.**

**ANNEXURE I: DECLARATION WITH REGARD TO COMPANY/FIRM**

1.1 Name of company/firm……

1.2 Company registration number: ……...

1.3 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]

1.4 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.

……

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**: ……

**DATE:** ……

**ADDRESS**: ……

……

……

……

# THE CONTRACT

## Part C1: Agreements and Contract data

C1.1 - Form of offer and acceptance
C1.2 - Contract data

# C1.1 - Form of offer and acceptance

**Annexure G:**

**C.1.1 FORM OF OFFER AND ACCEPTANCE OFFER**

**Note: Mandatory Requirement. Failure to complete and sign this document will result in the bid being nonresponsive.**

**OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**PROJECT : REQUEST FOR PROPOSALS FOR A TURNKEY SOLUTION FOR THE REPAIRS AND REFURBISHMENT OF NGCOBO TRANSIDO**

**Bid No: ECDC/INFRA/427/102026**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized (attach delegation of authority), signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

**R ..... (in figures)**

.....

.....

.....**Rand (in words)**

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY**: (cross out block which is not applicable)

Company or close corporation:

.....
And: whose registration number is:

.....
And: whose income tax reference number is:

.....

| | |
|---|---|
| Trading under the name and style of:<br><br>…… | |
| **AND WHO IS:**<br><br>Represented herein, and who is duly authorized to do so, by:<br><br>Mr/Mrs/Ms:<br><br>……<br>In his/her capacity as:<br><br>…… | **Note:**<br>A resolution/power of attorney, signed by all the directors/ members/ partners of the legal entity must accompany this offer, authorizing the representative to make this offer. |

| | | |
|---|---|---|
| **SIGNED FOR THE TENDERER:** | | |
| | | |
| **Name of Representative** | **Signature** | **Date** |
| **SIGNED BY WITNESS:** | | |
| | | |
| **Name of Representative** | **Signature** | **Date** |

The tenderer elects as its *domicilliumcitandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address)

……

……

Other contact details of the tenderer are:
Telephone no

……
Cellular phone no

……
Fax no

……
Postal address

……
Banker

……
Branch

……

**ACCEPTANCE**

By signing this part of this form of offer and acceptance, ECDC accepts the bidder's offer. Acceptance of the bidder's offer shall form an agreement between the ECDC and the bidder 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 the contract to be concluded**.**

- Agreements and Contract Data, (which includes this Agreement)
- Pricing data
- Scope of work.
- Site information and drawings and documents or parts thereof, which may be incorporated by reference into the volumes above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder and ECDC during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless agreed by both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the ECDC's Legal Department to arrange documentation to be provided in terms of the conditions of contract identified in the contract. 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 bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**Signed for the ECDC:**

| | | |
|---|---|---|
| | | |
| **Name of representative** | **Capacity** | **Date** |
| .....<br>.....<br>.....<br>..... | | |
| **Address** | **Signature** | |

**Witnessed by:**

| | | |
|---|---|---|
| | | |
| **Name of witness** | **Signature** | **Date** |

**Schedule of deviations**

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.

2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender document and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

4. Any change or addition to the tender document arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

| | | |
|---|---|---|
| **1** | **Subject** | |
| | **Details** | |
| **2** | **Subject** | |
| | **Details** | |
| **3** | **Subject** | |
| | **Details** | |

By the duly authorised representative signing this agreement, the Employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the bid data and addenda thereto as listed in the bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the employer during this process of acceptance.

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

**Signed for the ECDC**

| | | |
|---|---|---|
| | | |
| Name of Representative | Capacity | Signature |

**Signed by Bidder:**

| | | |
|---|---|---|
| | | |
| Name of Representative | Capacity | Signature |

# C1.2 - Contract data

**PART 1: DATA PROVIDED BY THE EMPLOYER**
**CONDITIONS OF CONTRACT**

**DEFINITIONS**

Conditions of Contract for Engineering, Procurement, Construction/Turnkey (Silver Book), Second Edition (2017), published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), *is applicable to this contract. Copies of these conditions of contract to be obtained at the tenderer's expense.*

*The FIDIC Silver Book Conditions of Contract for* EPC/TURNKEY*, 2nd Edition 2017* makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.

The Contract Data of the document drafted by the Employer specific to the project shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

**PART 1: Contract Data completed by the Employer**

The name of the Employer is **EASTERN CAPE DEVELOPMENT CORPORATION (ECDC).**
The authorized and designated representative of the employer is: **The Project Manager**

The address of the Employer is:

| | |
|---|---|
| Address (physical): | **ECDC Head Office at ECDC House,**<br>**Ocean Terrace Park,**<br>**Moore Street, Quigney,**<br>**East London** |
| Address (postal): | As Above |
| Telephone: | (043)- 704 5601 |
| Facsimile: | N/A |

| C.1.2 CONTRACT DATA | | |
|---|---|---|
| **SUB - CLAUSE** | **DATA TO BE GIVEN** | **DATA** |
| 1.1.20 | Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost – **N/A** | **N/A** |
| 1.1.27 | Defects Notification Period (DNP) | 12 Months |
| 1.1.30 | Employers name and Address | Eastern Cape Development Corporation |
| | | ECDC House, Ocean Terrace Park, Moore Street, Quigney, East London. |
| | | |
| 1.1.35 | Engineer's name and address | |
| | | |
| | | |
| | | |
| 1.1.87 | Time For Completion | **6 Months**<br><br>Sectional completion for the units will be allowed |
| 1.3 (a)(ii) | Agreed methods of electronic transmission | Email |
| | | |
| | | |
| | | |
| 1.3 (d) | Address of Employer for communications | ECDC House, Ocean Terrace Park, Moore Street, Quigney, East London<br><br>csigcu@ecdc.co.za |
| | | |
| | | |
| | | |
| 1.3 (d) | Address of Engineer for communications | |
| | | |
| | | |
| | | |
| 1.3 (d) | Address of Contractor for communications | |
| | | |
| | | |
| | | |

| | | |
|---|---|---|
| 1.4 | Contract shall be governed by the law of | South Africa |
| 1.4 | Ruling language | English |
| 1.4 | language for communications | English |
| 1.8 | Number of additional paper copies of contractors' documents | I firmly bound copy and 1 soft copy |
| 1.9 | Period for notification of errors, faults, or other defects in the employer's requirements | 30 calendar Days |
| 1.15 | Total liability of the Contractor to the Employer under or in connection with the Contract | Accepted contract amount |
| 2.1 | After receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within | 14 Days |
| 2.4 | Employers' financial arrangements | Payment shall be made within 30 days after approval of claim |
| | | |
| | | |
| 4.2 | Performance Security (as percentages of the contact price in currencies | |
| | percent | 10% |
| | currency | ZAR |
| | | |
| 4.4 (a) | Maximum allowable accumulated value of work subcontracted (as a percentage of the Contract Price) | At the discretion of the employer, the professional electrical engineering services, fencing and electrical sub-contractors may be sub-contracted.<br><br>15 to 20% of the building contract value to be decided by the Contractor and the Employer |
| | | |
| 4.4 (b) | Parts of the works for which sub-contracting is not permitted | N\A |
| | | |
| | | |
| 4.7.2 | Period for notification of errors in the terms of reference | 30 Calendar days |
| | | |
| 4.19 | Period of payment for temporary utilities | All claims will be paid within 30 days of approval by client |
| 4.20 | number of additional paper copies of progress reports | 1 |

| | | |
|---|---|---|
| 6.5 | Normal working hours on the site | 8 hours |
| 8.3 | number of additional paper copies of programmes | 1 |
| 8.8 | Delay Damages payable for each day of delay | To be in line with applicable public works tariffs |
| 8.8 | Maximum amount of delay damages | To be in line with applicable public works tariffs |
| 13.4 (b) (ii) | percentage rate to be applied to Provisional Sums for overhead charges and profit | To not exceed 6% |
| 14.2 | total amount of Advance Payment (as a percentage of the final Contract Price) **N/A** | **N/A** |
| 14.2 | currency or currencies of advance payment - **N/A** | **N/A** |
| | | |
| | | |
| 14.2.3 | Percentage deductions for the repayment of the Advance Payment - **N/A** | **N/A** |
| | | |
| 14.3 | period of payment | Within 30 days of approval |
| 14.3 (b) | number of additional paper copies of statements | 1 |
| 14.3 (iii) | percentage of retention | 10% |
| | | |
| 14.3 (iii) | limit of Retention Money (as a percentage of Contract Price) | 10% |
| 14.5 (b)(i) | plant and materials for payment when shipped - **N/A** | **N/A** |
| 14.5 (C)(i) | plant and materials for payment when delivered to the site | 80% |
| | | |
| 14.6.2 | minimum amount of interim payment (IPC) | **Taking over shall not be certified if the contactor has not executed all the project deliverables** |
| 14.7 (a) | Period for payment of advance payment to the contractor - **N/A** | **N/A** |
| 14.7 (b) (i) | period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment] | 30 working days after approval |
| | | |
| 14.7 (b) (ii) | period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [Final Payment] | 30 working days after the end of the defects liability period and final statement has been approved |

| | | |
|---|---|---|
| | | |
| 14.7 (C) | period for the Employer to make final payment to the Contractor | 30 working days after the end of the defects liability period and final statement has been approved |
| | | |
| 14.8 | financing charges for delayed payment (percentage points above the average bank short–term lending rate as referred to under sub-paragraph (a)) | To be advised |
| | | |
| 14.11.1.(b) | number of additional paper copies of draft Final Statement | 1 |
| 14.15 | currencies for payment of contract price | ZAR |
| | | |
| | | |
| 14.15(a)(i) | proportions or amounts of local and foreign Currencies are: | |
| | Local | 100% |
| | Foreign | **N/A** |
| | | |
| 14.15 (c) | Currencies and proportions for payment of Delay Damages | **N/A** |
| | | |
| | | |
| | | |
| 14.15(g) | rates of exchange | **N/A** |
| 17.2(g) | forces of nature, the risks of which are allocated to the Contractor | To be advised as per contractual provisions. |
| | | |
| 19.1 | Permitted deductible limits | |
| | permitted deductible limits: | |
| | insurance required for the Works | To be provided by the contactor after appointment |
| | insurance required for Goods | To be provided by the contactor after appointment |
| | insurance required for liability for breach of professional duty | Architect, Civil or Structural Engineer & Safety Agent to provide professional indemnity covers |
| | insurance required against liability for fitness for purpose (if any is required) | To be provided by the contactor after appointment and on completion of some trades |

| | | |
|---|---|---|
| | insurance required for injury to persons and damage to property | Contactor to provide public liability insurance |
| | insurance required for injury to employees | Contractor to provide letter of good standing from the compensation commission |
| | | |
| | Other insurance required by Laws and by local practice: | In line with South African Law |
| | | |
| | | |
| | | |
| 19.2.(1)(b) | additional amount to be insured (as a percentage of the replacement value, if less or more than 15%) | N/A |
| | | |
| 19.2(1)(iv) | list of exceptional risks which shall not be excluded from the insurance cover for the works | TBA |
| | | |
| 19.2.2 | extent of insurance required for Goods | TBA |
| | amount of insurance required for Goods | TBA |
| | | |
| 19.2.3(a) | amount of insurance required for liability for breach of professional duty | Double the value of professional fees |
| 19.2.3(b) | insurance required against liability for fitness for purpose | N/A |
| 19.2.3 | period of insurance required for liability for breach of professional duty | For the duration of the works |
| 19.2.4 | amount of insurance required for injury to persons and damage to property | Double the value of the Contract Price |
| | | |
| 19.2.6 | other insurances required by Laws and by local practice (give details) | N/A |
| | | |
| 21.1 | time for appointment of DAAB | TBA when dispute arises |
| 21.1 | the DAAB shall comprise | members |
| | | |
| 21.1 | list of proposed members of DAAB | TBA when dispute arises |
| | Proposed by Employer | 1 TBA |
| | | 2 TBA |

| | | |
|---|---|---|
| | | 3 TBA |
| | | |
| | Proposed by Contractor | 1 |
| | | 2 |
| | | 3 |
| | | |
| 21.2 | Appointing entity (official) for DAAB members | TBA when dispute arises |
| | | To be confirmed by the employer |

Definitions of sections (if any):

| Description of parts of the Works that shall be designated a Section for the purposes of the Contract (Sub-Clause 1.1.66) | Value: Percentage* of Contract Price (Sub-Clause 14.9) | Time for Completion (Sub-Clause 1.1.76) | Delay Damages (Sub-Clause 8.8) |
|---|---|---|---|
| TBA | TBA | **TBA** | TBA |
| | | | |
| | | | |
| | | | |

* These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9.

# Part C2: Pricing data

## C2.1 - Pricing instructions

# C2.1 - Pricing instructions

# C2.1: Pricing Instructions

C2.1.1 **PREAMBLE TO THE SCHEDULE OF PRICES**

C2.1.1.1 **All** prices shall be quoted in the currency of the Republic of South Africa and will be held to be firm unless otherwise stated, in which case sufficient information must be afforded at the time of tendering to indicate the basis on which payment shall be adjusted.

C2.1.1.2 The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost for such item shall be regarded as being covered by other prices in the schedule of prices. **Should an item specifically be excluded from the offer submitted, such tender will be regarded as non-responsive and not be considered.**

C2.1.1.3 The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.

C2.1.1.4 The prices quoted on preliminaries and general of these schedules shall cover the full inclusive cost of **health and safety obligations and liabilities** imposed by the conditions of contract and in complying with the specifications.

C2.1.1.5 The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and of-loading required for the delivery of the plant and equipment to the site, including in the case of of-site storage for double handling at the store.

C2.1.1.6 The prices quoted for erection and installation shall include for all handling, loading, transporting and of-loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and upholding for a period of 12 months, all as specified.

C2.1.1.7 Any additional charges in connection with of-site storage which there may be over and above the prices quoted in the various sections of these schedules of prices shall be set out in detail by the Tenderer.

C2.1.1.8 The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply. Separate provision has been made in the Tender Summary for the purpose of VAT.

C2.1.1.9 Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Principal Agent.

C2.1.1.10 Schedule of Prices shall be completed and signed in **non-erasable ink**. Corrections must be done by deleting, rewriting and initialling next to the amendment.

C2.1.1.11 **The Bills of Quantities are not to be used for the purpose of ordering materials**

# C2.2 – PRICING SCHEDULE

| Item | Description | Unit | Qty. | Rate | Amount (Excl. VAT) |
|---|---|---|---|---|---|
| **1.** | **Professional Fees** | | | | |
| 1.1 | Provision Professional Architectural services for the project for Concept Design, Detailed Design Development, Construction and Close OUT<br><br>Price for provision of Architectural services to be activity based for the whole of the works | **Item** | **1** | | |
| 1.2 | Provision Professional Structural and Civil Engineering services for the project for Concept Design, Detailed Design Development, Construction and Close OUT<br><br>Price for provision of Structural and Civil Engineering services to be activity based for the whole of the works | **Item** | **1** | | |
| 1.3 | Provision of Construction Health and Safety Agency services for the project from Inception to Close Out<br><br>Price for provision of Health and Safety Agency services to be activity based for a construction period of six (6) months | **Item** | **1** | | |
| 1.4 | Provision of Social Facilitation services for the project from Inception to Close Out<br><br>Price for provision of Social Facilitation services to be activity based for a construction period of six (6) months | **Item** | **1** | | |
| 1.5 | Provision of Electrical Engineering services for the required electrical works on the project | **Item** | **1** | | |
| 1.6 | Disbursements costs | **Item** | **1** | | |
| | **SUB TOTAL 1** | | | | |
| **2.** | **Construction** | | | | |
| 2.1 | Preliminaries and General | **Item** | **1** | | |
| 2.2 | Site Clearance | **Item** | **1** | | |
| 2.3 | Alterations | **Item** | **1** | | |
| 2.4 | Roof Coverings | **Item** | **1** | | |
| 2.5 | Ceilings | **Item** | **1** | | |
| 2.6 | Floor coverings | **Item** | **1** | | |
| 2.7 | Metalwork | **Item** | **1** | | |
| 2.8 | Carpentry and Joinery | **Item** | **1** | | |
| 2.9 | Plumbing and Drainage | **Item** | **1** | | |
| 2.10 | Ironmongery | **Item** | **1** | | |
| 2.11 | Glazing | **Item** | **1** | | |

| | | | | | |
|---|---|---|---|---|---|
| 2.12 | Paintwork | **Item** | **1** | | |
| 2.13 | External Works | **Item** | **1** | | |
| 2.14 | Construction of uPVC Coated High Security fencing including gates | **Item** | **1** | | |
| 2.15 | Allow for contingency (for construction value only)<br><br>**Factor to be not greater than 10%** | **Item** | **1** | | |
| | **SUB TOTAL 2** | | | | |
| | **SUB TOTAL 3: (PROFESSIONAL FEES + CONSTRUCTION + ADDITIONAL SERVICES)** | | | | |
| | VAT at 15% | | | | |
| | **TOTAL INCLUDING VAT (to be carried to Form of Offer)** | | | | |

**Note: Carry tendered amount to Form of Offer**

# Part C3: Scope of work

C3 - Scope of work

# C3 – Scope of Works

**Background To ECDC**

**Vision**

To be an innovative leader in promoting sustainable economic growth and development of the Eastern Cape.

**Mission**

**To promote sustainable economic development in the Eastern Cape through focused:**

a) Provision of innovative development finance
b) Leveraging of resources, strategic alliances, investment and partnerships.

**Legislative Mandate**

ECDC draws its mandate directly from the Eastern Cape Development Corporation Act (Act 2 of 1997) and is led by the economic development priorities of the provincial government, as detailed in the Provincial Growth and Development Plan (PGDP), Eastern Cape Provincial Industrial Development Strategy (PIDS), the policy statement and budget speech of the Member of the Executive Council (MEC) of Economic Development, Environment Affairs and Tourism (DEDEAT)

Section 3 of the ECDC Act states that the Corporation shall "plan, finance, co-ordinate, market, promote and implement development of the Province and its people in the field of industry, commerce, agriculture, transport and finance".

**Scope of works**

Eastern Cape Development Corporation (ECDC) wishes to engage with a suitable contractor with a CIDB Grading of 5 GB or Higher for the Turnkey Solution for the Repairs and Refurbishment of the Transido in NGCOBO.

The Turnkey should consist of a Contractor with a 5 GB or Higher CIDB grading, a Professionally registered Architect with the South African Council of Architects, a Professionally (Technologist or Higher) registered Civil or Structural Engineer with the Engineering Council of South Africa, a Professionally registered Health and Safety Agent (Pr. CHSA) registered with the South African Council for the Project and construction Management Professions and a Social Facilitator.

This objective, i.e., the repairs and refurbishments of the Transido in NGCOBO, is to be made possible through acquiring the services of experts to design, develop and provide refurbishments including the proposed maintenance of existing infrastructure in line with proposed scope of work solutions.

**The intended achievements to be gained at different stages of the project lifecycle are as follows:**

Initiation: Appointment of a competent Contactor (i.e., Employer's Agents), contracted with a team of professionals and experts in a Turnkey Agreement to carry out the project.

Planning: Successful creation of a project plan with proposed designs, financial plan, risk plan, quality plan, communication plan.

Execution: Building of the deliverables, monitoring and controlling of project aspects.

Closure: Performance of project closure

**An overview of the composition of the turnkey team is as follows:**

- Contractor CIDB Grade 5 GB or higher
- Professional Architect (SACAP)
- Professional Civil or Structural Engineer (ECSA)
- Professional Construction Health and Safety Agent (SACPCMP)
- Social Facilitator

Design and pricing procedure after appointment for finalization of contract documentation (Post Appointment)

Upon appointment, the bidder must further develop drawings to stage 4, prepare and submit detailed Bills of Quantities to ECDC within 30 Calendar days from the date of appointment with no change to the elemental estimate of bid price bottom figure. All allowances which formed part of the elemental estimate which belong to the client must form part of the Bills of Quantities.

Bills of Quantities to include all Professional Fee and Disbursement allowances as tendered.

The Contractor, Architect and Civil & Structural Engineer will typically be required to undertake full conditional assessments of the entire facility, prepare conditional assessment reports with costed, proposed refurbishments within the tendered amount. The methodology to refurbish the facility will be proposed by the Turnkey Team with consideration of all live building elements and staff.

**High Level Project Brief**

The main deliverable of the project is to deliver a refurbished Transido facility that is safe, functional, and compliant with applicable building and safety standards, enabling occupants to conduct their business activities in a conducive environment.

The key deliverables for this project is the repairs and refurbishment of existing buildings which include the following:

- **Site Clearance**
    - Cut down and remove all trees, shrubs, and overgrown vegetation located behind the buildings, including the loading, transportation, and disposal of all cleared material at a municipal-approved disposal site.
    - Remove and dispose of all obsolete materials, debris, and equipment currently stored behind the buildings, subject to consultation and agreement with the beneficiaries. Disposal shall include loading, transportation, and disposal at a municipal-approved disposal site.
- **Alterations (old materials to be cart away to a municipal approved dumping site)**
    - Remove and replace all damaged roof sheeting and carry out all associated remedial works to ensure the roof is watertight and structurally sound.
    - Remove defective and poorly executed plasterwork, prepare wall surfaces, and apply new plaster to achieve a smooth and durable finish.
    - Repair and rehabilitate cracked stairs located at the rear of the buildings, including making good all affected areas to restore structural integrity and safe access.

- Remove and dispose of all damaged splashbacks within the ablution facilities and replace where required.

- Remove and dispose of all redundant sewer pipes, toilet suites, urinals, and associated sanitary fittings in accordance with applicable waste disposal regulations.
- Repair all cracks in walls and floor surfaces, including preparation, filling, patching, and finishing works to restore the affected areas to a sound condition.
- Remove and replace all broken window panes and service window mechanisms as required to ensure that all windows are fully operational, secure, and weatherproof.

- **Masonry**
  - Construct and complete the incomplete ablution block to a fully operational state, including all roofing works, doors and windows, plumbing installations, drainage infrastructure, floor coverings, ceilings, sanitary fittings, and associated finishing works in accordance with applicable building standards and regulations.

- **BURNT DOWN UNIT**

- Demolish all fire-damaged walls down to foundation level and rebuild, including all required reinforcement in accordance with applicable building standards.
- Reconstruct the affected unit to match the design, dimensions, materials, and finish of the adjoining units.
- Construct and install two windows, complete with lintels, glazing, frames, ironmongery, and all associated fittings.
- Supply and install a standard-sized timber door, complete with door frame, ironmongery, and all necessary accessories.
- Construct a new roof structure for the unit, including roof trusses, purlins, roof sheeting, and all associated components, to match the existing roofs of the adjacent units.
- Plaster and paint all newly constructed walls to achieve a finish consistent with the adjoining units.

- Strengthen, plaster, and paint the existing shared side walls adjoining the neighbouring units, including any required structural reinforcement.
- Supply and install a complete electrical installation, including wiring, fittings, and accessories, consistent with the electrical configuration of the adjoining units and compliant with relevant regulations.
- Supply and install a security (burglar) door, complete with frame, locking mechanism, and all required hardware.
- Reconstruct the floor slab and floor finishes, with the final finish consisting of a durable screed suitable for the intended use of the unit.
- Provide waterproofing to floors and walls, as required, to prevent moisture ingress and ensure long-term durability.
- Supply and install ceilings and cornices, matching the standard and finish of the adjoining units.

- **Waterproofing**
    - Investigate and remediate water ingress affecting the upper-level units. The works shall include identifying and eliminating the source of water penetration, applying appropriate waterproofing treatment to affected wall surfaces, repairing all consequential damage, and reinstating plasterwork, paint finishes, and other affected building elements to their original condition.

- **Roof repairs**
    - Remove and replace all damaged roof sheeting with new roof sheets of the same profile, material, and finish as the existing roof, and make good all affected areas to ensure a uniform appearance and weather-tight installation.
    - Inspect, identify, and repair all roof leaks, including the sealing of joints, flashings, penetrations, and any other areas contributing to water ingress, to ensure a fully watertight roof system.
    - Remove and replace all damaged fascia boards and barge boards to all units with new boards matching the existing profile, dimensions, material, and finish, including all necessary fixing and painting works.
    - Supply and install protective canopies over all front entrance doors to prevent water ingress during periods of heavy rainfall. Canopies shall be designed and installed to complement the existing building aesthetics and provide adequate weather protection.

- **Ceilings**
    - Remove and replace all damaged ceiling panels with new ceiling boards matching the existing material, profile, texture, and finish. Complete all associated remedial works and make good to achieve a uniform appearance throughout.
    - Remove and replace existing damaged cornices with new cornices matching the existing profile and finish, including all necessary fixing, jointing, and finishing works to ensure a neat and seamless installation.

- **Carpentry and Joinery**
    - Remove and replace all damaged timber doors with new doors matching the existing quality, dimensions, and finish, including all associated making-good works.

- Supply and install all doors and skirting required for the fire-damaged unit, ensuring that the materials, profiles, and finishes are consistent with those of the adjoining units.
- All doors shall be supplied and installed complete with ironmongery, including door frames, hinges, locks, handles, door stops, and any other necessary fittings to ensure full functionality and security.

- **Metalwork**

  - Inspect, repair, and refurbish damaged burglar bars to restore their structural integrity and functionality. Where repair is not feasible, remove and replace the affected burglar bars with new units of equivalent specification. All associated making-good works, including repairs to surrounding walls, plaster, and paint finishes, shall be included.

- **Floors coverings**

- Lift and dispose of damaged existing vinyl floor coverings in affected areas and replace with new vinyl flooring of a specification and finish matching the existing flooring. Ensure proper adhesion, alignment, and finishing of the new installation.

- Break out and reinstate damaged floor screeds in the welding units, including all preparation, repairs, levelling, and finishing works required to provide a sound, even, and durable floor surface

- **Paintwork**

- Prepare all internal and external wall surfaces to all units and apply two coats of high-quality, durable paint, with a minimum manufacturer's warranty of ten (10) years. The paint type, colour, and finish shall be selected and approved by the Architect.
- Prepare and paint all ceilings and cornices, including the repair of minor surface imperfections to achieve a uniform and professional finish.
- Prepare and paint all doors and door frames, including sanding, priming where required, and the application of the specified coating system.
- Sand, prepare, and varnish all skirting boards in units where skirtings are provided, using an approved durable varnish system.
- Prepare and paint all roof sheeting upon completion of all roof repairs, including the sealing of leaks and replacement of damaged roof sheets. The coating system shall be suitable for exterior metal roofing applications.
- Clean, prepare, and paint all burglar bars, including the removal of rust, loose paint, and other contaminants, and the application of an approved primer and protective paint system to ensure long-term durability.

- **Plumbing and drainage**

- Remove and replace all damaged urinals with new units, complete with all necessary fittings, connections, and accessories.
- Supply and install toilet suites, comprising toilet pans, seats, cisterns, and associated fittings, for both the male and female ablution facilities.
- Supply and install wash hand basins in the male and female ablution facilities, complete with all necessary fittings and accessories.
- Supply and install all taps, valves, mixers, traps, and associated plumbing fittings required for the proper operation of toilets, wash hand basins, and urinals.

- Supply and install all necessary water supply and drainage pipework required for the connection of toilets, wash hand basins, and urinals to the existing water and sewerage infrastructure, including all fittings, fittings, supports, and testing of the completed installation.
- Supply and install ablution accessories, including toilet roll holders, soap dispensers, sanitary waste bins (she bins), and mirrors within the respective ablution facilities.
- Supply and install splashbacks behind all wash hand basins, using durable and easy-to-maintain materials suitable for ablution facilities.
- Supply and install gutters and downpipes, complete with all brackets, connectors, shoes, outlets, and associated fittings, to ensure the effective collection and discharge of stormwater

- .**External works**
    - Subsoil and Stormwater Drainage: Ensure that the subsoil and stormwater drainage systems are adequately designed, repaired, and maintained to effectively channel stormwater runoff away from all buildings, preventing flooding, ponding, seepage, erosion, and water ingress into the structures.
    - Rainwater Harvesting: Supply and install twelve (12) rainwater storage tanks, each with a minimum capacity of 5,000 litres, complete with all necessary pipework, fittings, first-flush systems, overflow connections, and accessories required for a fully functional rainwater harvesting system.
    - Tank Stands: Construct suitable reinforced brick-and-mortar tank stands for all water tanks, designed and built to safely support the full operating load of the tanks when filled to capacity.
    - Perimeter Security Fencing: Erect existing PVC-coated high-security fencing around the site, including all necessary posts, stays, foundations, and fittings.
    - Access Gates: Supply and install lockable vehicular and pedestrian access gates to match the fencing system, complete with chains, heavy-duty padlocks, and a minimum of two sets of keys for each gate.

- **Bidders notes:**

- Bidders shall submit, together with their tender submission, a valid ISO 9001 Quality Management System certification issued in respect of the proposed high-security **gate** manufacturer and/or supplier. A minimum ten (10)-year written guarantee for the high-security gates shall also be provided.
- Upon completion of the fencing works, the Contractor shall provide a Certificate of Compliance (CoC) certifying that the installation has been completed in accordance with the project specifications, applicable standards, and manufacturer's installation requirements.
- Fencing materials are available on site, with the exception of the gates and the bolts required for connecting the fence panels to the posts. The Contractor shall allow in the tender for the supply and installation of all required gates, connection bolts, and associated fittings to complete the fencing system.
- The Contractor shall verify the condition and quantities of all available fencing materials prior to commencement of the works and shall be responsible for the replacement of any damaged or unsuitable materials identified during installation.

- **Repairs of existing Electrical system.**
    - Remove and replace all damaged electrical wiring, power outlets, switches, and associated electrical accessories, and make good all affected surfaces and finishes upon completion of the works.

- Inspect, test, and certify the entire electrical installation to ensure compliance with all applicable statutory requirements, regulations, and standards. Upon completion of the repair works, the Contractor shall provide a valid Electrical Certificate of Compliance (CoC) issued by a suitably qualified and registered electrical contractor.

- All electrical works shall be carried out by a qualified and registered electrician in accordance with the applicable SANS standards, Occupational Health and Safety requirements, and local authority regulations. The completed installation shall be safe, fully functional, and fit for its intended purpose.

The Service Provider's attention is also drawn to the responsibilities of the designer of a structure in terms of the Construction Regulations and shall comply with all requirements in this regard.

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations 2014, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations.

Where a professional member of the turnkey team is no longer able or considered suitable to perform the required duties, a replacement will be permitted only at the Contractor's discretion and with the Employer's prior written approval. Any approved replacement must be appointed before commencement of the works.

The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract.

## 4. REQUIRED CAPACITY, QUALIFICATIONS, EXPERIENCE & TRACK RECORD

Interested Service Providers must demonstrate the following in their proposal.

### 3.1 Capacity - Bidders must demonstrate that:

3.1.1 The Bidder should have adequate human resources and personnel to dedicate to the needs of the project as follows.

**Professional Registration of Key Personnel**

Bidders to consist of the following professionals who are duly registered Professionals with the relevant professional statutory bodies or councils for the provision of the following:

- Professional Architect
- Health and Safety Agent (Pr. CHSA)
- Social Facilitator (no registration required)

**Contractor's Key Site Personnel**

- Site or Construction Manager
- Foreman
- Health and Safety Officer
- CLO

### 3.2 Bidder's Experience & Track Records - Bidder must demonstrate that:

The Contractor is to have a track record of at least 2 similar projects - demonstrated by the submission reference letters.

# Part C4: Health and Safety

Project specific Health and Safety to be compiled by the Turnkey Health and Safety Agent