



forestry, fisheries  
& the environment

Department:  
Forestry, Fisheries and the Environment  
REPUBLIC OF SOUTH AFRICA

## **INVITATION TO BID**

### **BID NUMBER: DFFE-T002(23/24)**

APPOINTMENT OF A CIDB GRADED CONTRACTOR FOR THE CONSTRUCTION OF LANDSCAPING, PAVING AND BUILDING WORKS IN THE EASTERN CAPE (MVESO) FOR A PERIOD OF EIGHTEEN (18) MONTHS FOR CONTRACTOR WITH 6GB OR HIGHER

Contact persons:

Name : Mr TN MATHATO  
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Name : Mr N Kganakga  
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#### **NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION**

<b>Company name</b>	<b>Supplier registration number</b>	<b>Unique reference number</b>	
			<b>Main contractor</b>
			<b>Sub-contracted/ joint venture comp 1</b>
			<b>Sub-contracted/ joint venture comp 2</b>

The compulsory Pre-tender site inspection meeting will be held as follows:

Site 1 Venue Mthatha : Mvezo Village (Tribal Council), Eastern Cape

Date : 10 May 2023

Starting time : 11h00am

**CLOSING DATE OF THE BID: 31 MAY 2023 AT 11h00am**



**forestry, fisheries  
& the environment**

Department:  
Forestry, Fisheries and the Environment  
REPUBLIC OF SOUTH AFRICA

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**TENDER NO: DFFE-T002 (23-24)**

**PROJECT NAME: EC-NELSON MANDELA CENTENARY CELEBRATION**

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

**VOLUME 1 – TENDERING PROCEDURES**

**VOLUME 2 – RETURNABLE DOCUMENTS**

**VOLUME 3 – THE CONTRACT**

**TENDER DOCUMENT**

**APRIL 2023**

**ISSUED BY:**

**DEPARTMENT OF FORESTRY FISHERIES AND THE ENVIRONMENT**

PRIVATE BAG X447

ENVIRONMENTAL HOUSE

PRETORIA

0001

**PREPARED BY:**

**MVE CONSULTING ENGINEERS**

105B LOUGARDIA BUILDING

962 EMBANKMENT ROAD

0157

**NAME OF THE TENDERER: .....**

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# **VOLUME 1: TENDERING PROCEDURES**

## T1.1 NOTICE AND INVITATION OF TENDER

Project Name:	EC-NELSON MANDELA CENTENARY CELEBRATION		
Reference no.:	EPIP-A1800109999		
Advertisement Date:	18 April 2023	Validity:	120 days
Closing Date:	31 May 2023	Closing time:	11:h00am

The Department of Forestry, Fisheries, and the Environment (DFFE), invites CIDB registered Contractors.

**It is estimated that tenderers should have a CIDB contractor grading designation of : 6 GB OR HIGHER**

*"Delete or select tender value range select class of construction works" where only one class of construction works is applicable*

**Works Description:** The project comprises of developing a nature reserve, the following are the main deliverables:

- a). Build a cultural precinct at the welcoming entrance by N2;
- b). Plant trees along the Avenue road from N2 to Mveso Head office;
- c). Build new parking area in front of the existing welcome centre;
- d). Control of soil erosion whereby gabion baskets and Loffelstein wall are constructed;
- e). Planting of indigenous plants in an open public park;
- f). Removal and de-weeding of the weeds growing in the existing paved roads and internal paving;
- g). Stone pitching on the stormwater channel;
- h). Solar high mast lighting;
- i). Earthworks and topsoil for revegetation;

**The description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.**

Only bidders who are responsive to the following responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder may result in the tender offer being disqualified from further consideration:

<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders, and of proof of registration with Construction Industry Development Board is required.
<input checked="" type="checkbox"/>	Proof of valid registration with CIDB.
<input checked="" type="checkbox"/>	Invitation to bid (SBD 1).
<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed, and signed in black ink. Use of correction fluid is prohibited; only black ink can be used in the document (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	Submission of the Form of Offer and Acceptance.
<input checked="" type="checkbox"/>	Submission of the Bidder's Disclosure (SBD 4).
<input checked="" type="checkbox"/>	Submission of applicable Resolution by the legal entity, or consortium / joint venture, authorizing a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	The tenderer will be required to submit a fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with the tender document.
<input checked="" type="checkbox"/>	Submission of Site Inspection Meeting Certificate as proof of attendance of compulsory site inspection meeting (To provide the contractors with a clear understanding of the scope of works).
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD) and Tax Pin from SARS.
<input checked="" type="checkbox"/>	B-BBEE level of contribution certificate or affidavit if B-BBEE points are claimed for Construction Sector.
<input checked="" type="checkbox"/>	B-BBEE level of contribution certificate or affidavit for intended subcontractors.
<input checked="" type="checkbox"/>	A consolidated B-BBEE level of contribution certificate in the case of Joint Ventures.
<input checked="" type="checkbox"/>	<p>For service providers to claim for preference points the following must be adhered to:</p> <p>A. Submit a complete and signed SBD 6.1,</p> <p>B. Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths or A Consolidated Joint Venture B-BBEE Certificate clearly outlining the % ownership by black people, women and people with disabilities.</p> <p>C. Verification Certificate means a B-BBEE Certificate issued in compliance with the B-BBEE Codes of Good Practice or Sector Codes issued in terms of Section 9 1 of the Broad Based Black Economic Empowerment Act 53 of 2003 as amended by Act 46 of 2013.</p> <p>D. Unincorporated Joint Ventures are required to submit a consolidated verification certificate</p>

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<input checked="" type="checkbox"/>	Submission of the schedule of Tender's Past and Current Projects
<input checked="" type="checkbox"/>	Corrections made in the document should be initialed by the authorized person (as stated in the Standard Condition of Tender attached in this tender document).
<input checked="" type="checkbox"/>	Certified copies of the Founding Statement – CK1
<input checked="" type="checkbox"/>	Certificate of Incorporation – CM1
<input checked="" type="checkbox"/>	Valid COIDA or FMA certificate issued by the Department of Labour
<input checked="" type="checkbox"/>	Completion of Form Q for completed projects
<input checked="" type="checkbox"/>	CV's and copies of qualifications and Registrations for Project Staff as per Form R
<input checked="" type="checkbox"/>	Bank Letter confirming financial capacity
<input checked="" type="checkbox"/>	Completed and signed Consent Form
<b>NB: DFFE RESERVES THE RIGHT TO PERFORM DUE DILIGENCE AND VERIFICATION ON ALL SUBMITTED DOCUMENTS AND INFORMATION BY BIDDERS</b>	

**Bidder must comply with the Mandatory Requirements criteria for Preferential Procurement listed below**

**MANDATORY REQUIREMENTS**

Does mandatory requirement apply for this bid?

<b>YES</b>
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The following mandatory requirement will apply and all bids that do not meet mandatory requirement will be disqualified and not be evaluated further.

The compulsory Pre-tender site inspection meeting will be held as follows:

**Site 1 Venue:** Mthatha: Mvezo Village (Tribal Council), Eastern Cape

**Date:** 10 May 2023

**Starting time:** 11h00am

ITEM NO.	MANDATORY REQUIREMENTS
1.	Main contractor must have a CIDB contractor grading designation of 6GB or higher. Attach proof
2.	Attendance of a Compulsory Pre-tender Site Inspection Meeting

**It is recommended for the Bidder to consider the Local Content as a Special Condition for Procurement Preferential below:**

**SPECIAL CONDITION**

Do special conditions apply for this bid?

<b>YES</b>
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ITEM NO.	SPECIAL CONDITION
1.	Compliance to Local Production and Content requirements as per SBD 6.2 and Annexure C, D & E

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

<b>Minimum functionality score to qualify for further evaluation:</b>			70 Points
<b>Functionality criteria:</b>			<b>Weighting factor:</b>
RELEVANT WORK EXPERIENCE ON PREVIOUS COMPLETED PROJECTS OF A SIMILAR NATURE, SCOPE /OR COMPLEXITY AND VALUE			30
REFERENCES FROM CLIENTS/CONSULTANTS FOR COMPLETED PROJECTS OF SIMILAR IN NATURE, SCOPE, AND VALUE			20
FINANCIAL CAPACITY			10
COMPETENCY OF THE SITE AGENT			20
COMPETENCY OF THE GENERAL FOREMAN			10
COMPETENCY OF THE HEALTH SAFETY OFFICER			10
<b>TOTAL FUNCTIONALITY SCORE</b>			<b>100 Points</b>
Bidders are requested to provide evidence of complying with these Functional Criteria by completing the relevant forms in the bid document (Forms) as well supplying completion certificates for completed projects as proof. Failure to supply completion certificates as required will mean that the project will not be contributing towards experience of the company and bidders will lose points on this criterion, under completed projects.			
<b>FUNCTIONALITY EVALUATION MATRIX</b>  Bidder's <b>Company Experience, Current Resources and Current Expertise</b> will be evaluated as per the matrix below. The following values / indicators will be applicable when evaluating functionality:			
<b>Project Name: EC- NELSON MANDELA CENTENARY CELEBRATION</b>			
<b>No</b>	<b>Criteria</b>	<b>Evaluation Indicators</b>	<b>Applicable Value</b>
1	RELEVANT CONSTRUCTION WORK EXPERIENCE ON PREVIOUS CONTRACTS OF A SIMILAR NATURE, SCOPE /OR COMPLEXITY AND VALUE		30

**TENDER NO: DFFE-T002 (23-24)**

<p>Provide a descriptive list of all completed projects of similar nature, scope and value to this tender for the past 10 years. Attach Final Completion Certificate indicating: Name of Employer/ Client, Contact number, Contractual commencement date and completion date. <u>Please Note:</u> the form for the Particulars of Tenderer's Completed Projects must be fully completed (for all projects).</p> <p>In addition, please ensure that the completed project listed, will also be included in the "Schedule of Tenderer's Current and Completed projects" form, that is attached as a returning document in this bid.</p>	1 x completed construction project at <b>R3 000 000</b> or higher value of this project with duly signed completion certificate	<b>(1)</b>		
	2 x completed construction projects at <b>R3 000 000</b> each or higher value of this project with duly signed completion certificate	<b>(2)</b>		
	3 x completed construction projects at <b>R3 000 000</b> each or higher value of this project with duly signed completion certificate	<b>(3)</b>		
	4 x completed construction projects at <b>R3 000 000</b> each or higher value of this project with duly signed completion certificate	<b>(4)</b>		
	5 x completed or more construction projects at <b>R3 000 000</b> each or higher value of this project with duly signed completion certificate	<b>(5)</b>		
<p>Portfolio of projects: Please provide documentation to support, i.e., project description; project value and services rendered for the projects listed below:</p>				
	<b>Name of project</b>	<b>Client</b>	<b>Short Description of project</b>	<b>Value of Project</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>4</b>				
<b>5</b>				
<b>6</b>				
<b>7</b>				
<b>8</b>				
<b>9</b>				
<b>10</b>				

No	Criteria	Evaluation Indicators	Applicable Value	
2.	<p>REFERENCE LETTERS FROM EMPLOYER FOR PROJECTS OF SIMILAR IN NATURE, SCOPE AND VALUE INDICATING EMPLOYER(S) SATISFACTION ON THE FOLLOWING:</p> <ul style="list-style-type: none"> <li>Time management</li> <li>Quality Management</li> <li>Health and Safety Management</li> <li>Management of sub-contractors (including payments)</li> </ul>		20	
	<p>Please provide signed reference letters from Employer / Clients confirming your company's involvement for the projects listed in item 1 above, and additional projects of similar nature. Attach positive reference letters indicating: Name of Employer, contact number, Contract sum, Contractual commencement date and completion date and the role played by the bidder in the project.</p> <p><b>NB: Positive reference letter(s) indicated corresponding with the Final Completion Certificate(s) provided above will be utilized to verify and evaluate the value in criteria 1</b></p>	1 x Positive reference letter or Completion Certificate from employer for completed construction projects	(1)	
		2 x Positive reference letter from employer for completed construction projects.	(2)	
		3 x Positive reference letter from employer for completed construction projects.	(3)	
		4 x Positive reference letter from employer for completed construction projects.	(4)	
		5 or more positive reference letter from employer for completed construction projects.	(5)	
	Name of Company	Value of Project as measured for final account	Letter attached	
			YES	NO
1				
2				
3				
4				
5				
6				
7				

No	Criteria	Evaluation Indicators		Applicable Value
<b>3.</b>	<b>FINANCIAL CAPACITY</b>			<b>10</b>
	Provide valid Bank rating letter on the bank's letterhead from the bidder's Banking Institution, stating A, B, C, D and E bank code /rating, not older than 6 months from closing of the bid.	Credit rating/code of E		<b>(1)</b>
		Credit rating/code of D		<b>(2)</b>
		Credit rating/code of C		<b>(3)</b>
		Credit rating/code of B		<b>(4)</b>
		Credit Rating/code of A		<b>(5)</b>
No	Name of Bank	Contact Person	Contact Number	Date of letter
1				
2				
3				
4				
5				
6				
No	Criteria	Evaluation Indicators		Applicable Value
<b>4.</b>	<b>COMPETENCE OF SITE AGENT</b>			<b>20</b>
	Competence of Site Agent CV and copies of relevant Built Environment qualifications coupled with relevant construction experience to be submitted where the average number of years' experience will be considered when awarding the points.	Built Environment Qualification coupled with 4 years relevant construction experience, CV included with relevant qualification(s)		<b>(1)</b>
		Built Environment Qualification coupled with More than 5 years relevant construction experience, CV included with relevant qualification(s)		<b>(2)</b>
		Built Environment Qualification coupled with More than 6 years relevant construction experience, CV included with relevant qualification(s)		<b>(3)</b>
		Built Environment Qualification coupled with More than 7 years relevant construction experience, CV included with relevant qualification(s)		<b>(4)</b>
		Built Environment Qualification coupled with More than 8 years relevant construction experience, CV included with relevant qualification(s)		<b>(5)</b>
No	Criteria	Evaluation Indicators		Applicable Value

5.	COMPETENCE OF THE GENERAL FOREMAN			10	
	Competence of the General Foreman, CV and copies of relevant construction qualifications coupled with relevant construction experience to be submitted where the average number of years' experience of the key personnel will be considered when awarding the points.	4 years relevant construction experience, CV included with relevant qualification(s)		(1)	
		More than 5 years relevant construction experience, CV included with relevant qualification(s)		(2)	
		More than 6 years relevant construction experience, CV included with relevant qualification(s)		(3)	
		More than 7 years relevant construction experience, CV included with relevant qualification(s)		(4)	
		More than 8 years relevant construction experience, CV included with relevant qualification(s)		(5)	
No	Name of the Key Person	Name of the Qualification(s)	Portfolio/Position	CVs and Qualifications attached	
				YES	NO
1					
2					
No	Criteria	Evaluation Indicators		Applicable Value	
6.	COMPETENCE OF THE OCCUPATIONAL HEALTH AND SAFETY (OHS) OFFICER			10	
	Competence of <b>OHS Officer</b> . CV and copies of relevant Occupational Health and Safety qualification(s) (SAMTRAC/NOSA/ Formal Tertiary Qualification) coupled with relevant OHS experience within the construction industry where the average number of years' experience will be considered when awarding the points.	4 years relevant OHS experience within the construction industry, CV included with relevant qualification(s)		(1)	
		More than 5 years relevant OHS experience within the construction industry, CV included with relevant qualification(s)		(2)	
		More than 6 years relevant OHS experience within the construction industry, CV included with relevant qualification(s)		(3)	
		More than 7 years relevant OHS experience within the construction industry, CV included with relevant qualification(s)		(4)	
		More than 8 years relevant OHS experience within the construction industry, CV included with relevant qualification(s)		(5)	

No	Name of the Key Person	Name of the Qualification(s)	Portfolio/Position	CVs and Qualifications attached	
				YES	NO
1					
2					
3					
4					
5					
TOTAL FUNCTIONALITY SCORE				100	
MINIMUM QUALIFYING SCORE FOR FUNCTIONALITY				70	

(Weighting will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

#### Preference Point and Price Calculation

The following preference point system will be followed to advance the categories of persons:

- a) For contracts with a Rand value up to R50 000 000, a maximum of 20 points may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores 80 points for price.
  - i. The applicable formula to be used is  $Ps=80[1-(Pt-Pmin)/Pmin]$ . Provided:
 

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of the lowest applicable tender.
  - ii. A total of 20 points may be awarded to a tenderer as follows:
 

20 points: if the Bidder has more than 50% (fifty percent) by Black people, Women, or people with disabilities

0 Points: for 50% and below ownership by stipulated categories of persons
- b) A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the PPPFA.
- c) Bid will be awarded to a bidder with the highest points on price and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.
- d) The DFFE reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder with the lowest price.
- e) Preference point system applicable for this bid is: 80/20
- f) A total of **20** points will be allocated for either of the specific goals.

<b>SPECIFIC GOALS</b>	<b>80/20</b>
>50% ownership by Black people, Or	<b>20</b>
>50% ownership by Women, Or	<b>20</b>
>50% ownership by people with Disability	<b>20</b>

For bidders to claim preference points, the following must be adhered to:

- F.1) Submit a complete and signed SBD 6.1,
- F.2)** Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS, or Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths together with their bids. **Issued in terms of the amended Construction Sector Code**
- F.3)** If the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entities should be submitted. Members in the joint venture must meet the requirement of the proposal. **Issued in terms of the amended Construction Sector Code**
- F.4) Submit a CSD report.

#### Collection of tender documents

☒ Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za) and [cidb i-tender](http://cidb i-tender)

Enquiries related to technical part of the tender document may be addressed to:

<b>DFFE Project Manager:</b>	Mr TN. Mathatho	<b>Telephone no:</b>	012 399 9493
<b>Cell no:</b>	072 723 5173	<b>E-mail:</b>	<a href="mailto:nmathatho@dffe.gov.za">nmathatho@dffe.gov.za</a>

#### Deposit / return of tender documents

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

All tenders must be completed in black ink and submitted on the official forms (forms not to be re-typed).

<b>Tender documents may be posted to:</b> The Director-General Department of Forestry, Fisheries, and the Environment Private Bag X 447 Pretoria 0001  <b>Attention:</b> Procurement section: Tel: 012-399 9073 <b>POSTED TENDERS MUST BE RECEIVED PRIOR</b>	<b>OR</b>	<b>Deposited in the tender box at:</b>  Environmental House Ground Floor of the Department of Forestry, Fisheries and Environment 473 Steve Biko Road Arcadia, Pretoria 0083
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<b>CLOSING DATE:</b> <u>31 May 2023</u> <b>AND</b> <b>TIME:</b> 11:00 BY THE DEPARTMENT		Ground floor (At the Reception)
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**TECHNICAL ENQUIRIES**

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

**Name:** Mr TN Mathatho

**Office Telephone No.:** 012 399 9493 or 072 723 5173

**E-mail:** [nmathatho@dffe.gov.za](mailto:nmathatho@dffe.gov.za)

**Name:** Mr N. Kganakga

**Office Telephone No.:** 072 538 5272

**E-mail:** [nelson@mveconsulting.co.za](mailto:nelson@mveconsulting.co.za)

## T1.2 TENDER DATA

Clause number	Tender Data
	<p>The conditions of tender are the Standard Conditions of Tender (as published / amended by CIDB contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 of 08 August 2019. (See <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</p> <p>The standard conditions of tender for procurements make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of tender data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.</p>
C.1.1	The employer is the <b>Department of Forestry, Fisheries, and the Environment</b>
C.1.2	<p>For this contract, the three-volume approach is adopted:</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p><b>Volume 1: Tendering procedures</b></p> <p>T1.1 - Notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p><b>Volume 2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>C1.1 - Form of offer and acceptance</p> <p>T2.2 - Returnable schedules</p> <p><b>Volume 3: Contract</b></p> <p><b>Part C1 - Agreements and Contract data</b></p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>C1.3 – Construction form of guarantee</p> <p><b>Part C2 - Pricing Data</b></p> <p>C2.1 – Pricing Assumptions</p> <p>C2.2 – Bills of Quantities / Lump sum document</p> <p><b>Part C3 - Scope of Works</b></p> <p>C3.1 – Description of the works</p> <p>C3.2 – Construction</p> <p><b>Part C4 - Site Information</b></p>

C.1.4	<p>The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer:</p> <p>Name: Mr Hector Muthabo (SCM Representative)</p> <p>Address: <b>DFFE Head Office Reception</b>  <b>473 Steve Biko Road, Arcadia, 0083.</b></p> <p>E-mail: <a href="mailto:tenders@dfpe.gov.za">tenders@dfpe.gov.za</a></p>
C.1.5	<b>Cancellation and Re-Invitation of Tenders</b>
C.1.5.1	<p>An employer may, prior to the award of the tender, cancel a tender if-</p> <ul style="list-style-type: none"> <li>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.</li> <li>b) funds are no longer available to cover the total envisaged expenditure; or</li> <li>c) no acceptable tenders are received.</li> <li>d) there is a material irregularity in the tender process.</li> </ul>
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	<b>Procurement procedures</b>
C.1.6.1	Unless otherwise stated in the tender data, a contract will, subject to C.3 be concluded with the tenderer who in terms of C.3 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	<b>Competitive negotiation procedure</b>
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 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	<p>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.</p> <p>Notwithstanding the provisions of C.2 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.</p>

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 after tenderers have been requested to submit their best and final offer.
<b>C.2</b>	<b>Tenderer's obligations</b>
C.2.1	<p><b>Eligibility</b></p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p><b>a) CIDB registration</b></p> <p>Registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, for a <b>6GB</b> or higher class of construction work.</p> <p>Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. <b>Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.</b></p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, are not eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> <li>a) every member of the joint venture is registered with the CIDB;</li> <li>b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status, and</li> <li>c) 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 <b>6GB</b> 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, as per amended notice no. 357 of 2019.</li> </ul>

C.2.1.1	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ul style="list-style-type: none"> <li>(a) Availability of resources</li> <li>(b) Availability of skills to manage and perform the contract – including staff which satisfies EPWP requirements (see further requirements under C.3)</li> <li>(c) Previous experience on contracts of a similar value and nature</li> <li>(d) A letter on the companies' letterhead stating that the contractor has sufficient capacity to execute the project</li> </ul>
C.2.2	<p><b>Eligibility</b></p> <p><b>b) Risk to Employer</b></p> <p><b>Provisions applicable to Evaluation Method 1 and 2:</b></p> <p>Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Evaluation Committee by the Project Manager / Professional Team appointed on the project.</p> <p>For the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on the form for the (Schedule of current and completed projects). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over, and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Project Manager, failing which the tender offer will <i>mutatis mutandis</i> be declared non-responsive.</p> <p><b>Technical risks:</b></p> <p><b>a) Criterion 1: Quality of current and previous work</b></p> <p>Quality of current and previous work performed by the Tenderer in the class of construction work stated above as per the evaluation report prepared by the Professional Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form for the (Schedule of current and completed projects).</p> <p><b>b) Criterion 2: Contractual commitment</b></p> <p>Adherence to contractual commitments, demonstrated by the Tenderer in the performance on current and previous work, evaluated in terms of:</p> <ul style="list-style-type: none"> <li>1) the level of progress on current projects in relation to the project Programme or, if such is not available/applicable, to the contractual construction period in general.</li> <li>2) the degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto; and</li> </ul>

	<p>3) general contract administration, e.g., compliance with contractual aspects such as laws and regulations, insurances, security, written contract instructions, subcontractors, time delay claims, etc. as can generally be expected in standard/normal conditions of contract.</p> <p><b>c) Criterion 3: Commercial risks</b></p> <p>The level to which agreement with the Tenderer is reached in respect of the adjustment of rates which are imbalanced or unreasonable and to eliminate errors or discrepancies, without changing the tendered total amount / final offer, over and above the correction of arithmetical errors as provided for in C.2 and C.3</p>
C.2.2.1	The tenderer must be notified of all arithmetic errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of the rates / prices as corrected by the Department professional team without changing the tender amount / final offer.
C.2.2.2	<p><b>Cost of Tender</b></p> <p>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. The Employer will not compensate the tenderer for any costs incurred in attending the meetings or making any submissions in the office of the Employer.</p>
C.2.3	<p><b>Check documents</b></p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p><b>Confidentiality and copyright of documents</b></p> <p>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.</p>
C.2.6	<p><b>Acknowledge addenda</b></p> <p>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.</p>
C.2.7	<p><b>Seek clarification</b></p> <p>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.</p>
C.2.8	<p><b>Insurance</b></p> <p>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.</p>
C.2.9	<b>Pricing the tender offer</b>
C.2.9.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain fixed, final and binding for the full duration of this contract.
C.2.11	<b>Alterations to documents</b>

**TENDER NO: DFFE-T002 (23-24)**

	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 (refer to the standard condition of Tender).
C.2.12	<b>Alternative tender offers</b> No alternative tender offers will be considered
C.2.13	<b>Submitting a tender offer</b>
C.2.13.1	Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
C.2.13.2	Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
C.2.13.5	Seal the original tender offer marked as " <b>ORIGINAL</b> ". The 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	<p>Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of tender offers and identification details to be shown on the tender offer package is:</p> <p><b>Title to appear on envelope one (1):</b></p> <p>1. CONTRACT NO.: <b>DFFE-T002 (23-24)</b> <b>(TECHNICAL PROPOSALS)</b></p> <p><b>The appointment of a contractor for the construction of the <u>EC-NELSON MANDELA CENTENARY CELEBRATION</u>, on behalf of the Department of Forestry, Fisheries, and the Environment.</b></p> <p>This envelope must contain the returnable SCM Documentations, Relevant Annexures and Appendixes. This envelope must contain <b>printed copies</b> of all the pages in this document, duly completed and signed, <b>inclusive of the pricing schedules (bill of quantities), which must be submitted in one envelope as detailed below.</b></p> <p>For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked and are easily identifiable by the company's logo or name.</p> <p><b>Location of tender box:</b> Ground Floor of the Department of Forestry, Fisheries and Environment</p> <p><b>Physical address:</b> Location of tender box: DFFE Head Office Reception</p> <p><b>Physical address:</b> 473 Steve Biko Road, Arcadia, 0083</p> <p><b>Identification details:</b> TENDER BOX</p>

C.2.13.7	Seal the original tender offer in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
C.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer.
C.2.14	<b>Information and data to be completed in all respects</b> 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	<b>Closing time</b> The closing time for submission of tender offers is <u>11h00am</u> The <b>Department of Forestry, Fisheries and the Environment</b> is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.
C.2.16	The tender offer validity period is 120 days from the closing date.
C.2.17	<b>Clarification of tender offer after submission</b> 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.
C.2.18.2	The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19	<b>Inspections, tests, and analysis</b> Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.20	<b>Submit securities, bonds, and policies</b> 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.
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.23	The Tenderer is required to submit his/her tender with all documents and schedules listed under T2.1 and T2.2.
C.2.24	Canvassing and obtaining of additional information by tenderers The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.

	The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
C.2.25	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> <li>who is in the service of the state; or</li> <li>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>a person who is an advisor or consultant contracted with the Department.</li> </ol> <p><b>In the service of the state</b> means to be -</p> <ol style="list-style-type: none"> <li>a member of:- <ul style="list-style-type: none"> <li>any municipal council;</li> <li>any provincial legislature; or</li> <li>the National Assembly or the National Council of Provinces;</li> </ul> </li> <li>a member of the board of directors of any municipal entity;</li> <li>an official of any municipality or municipal entity;</li> <li>an employee of any national or provincial department;</li> <li>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>a member of the accounting authority of any national or provincial public entity; or</li> <li>An employee of Parliament or a provincial legislature.</li> </ol> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
<b>C.3</b>	<b>The employer's undertakings</b>
C.3.1	<p><b>Respond to requests from the tenderer</b></p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p>
C.3.2	<p><b>Issue Addenda</b></p> <p>Addenda will be issued until five (5) working days before the tender closing time.</p>
C.3.5	<p>The time and location for opening of the tender offers are:</p> <p>11h00am On .....16 MAY.....2023 at the <b>Department of Forestry, Fisheries and the Environment</b>: Head Office Reception Physical address: 473 Steve Biko Road, Arcadia, 0083</p>
C.3.9	<b>Arithmetical errors, omissions, and discrepancies</b>
C.3.9.1	<p>Check the highest ranked tenders or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3 for:</p> <ol style="list-style-type: none"> <li>the gross misplacement of the decimal point in any unit rate;</li> <li>omissions made in completing the pricing schedule or bills of quantities; or</li> </ol>

	c) arithmetic errors in: <ul style="list-style-type: none"> <li>i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.</li> </ul>																
C.3.9.2	<p>The arithmetical errors shall be corrected in the following manner:</p> <ul style="list-style-type: none"> <li>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</li> <li>b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</li> <li>c) Where there is an error in the total of the prices either as a result of other</li> </ul> <p>Corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p> <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.</p>																
C.3.11	<p><b>Functionality, Price and Preference</b></p> <p>The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in <b>4 stages</b>.</p>																
C.3.12	<p><b>Stage 1: Initial screening (pre-compliance) on Supply Chain Management returnable requirements</b></p> <p>During this phase bid documents will be reviewed to determine the compliance with Standard Bidding Documents (SBD), SCM returnable, tax matters and contractor had registered on Central Data Base (CSD). All returnable documents must be submitted with the bid documents at the closing date and time of the bid. Bids which do not satisfy the compliance criteria will be disqualified and will not be evaluated further on pre-qualification criteria.</p> <p>The bid proposal will be screened for compliance with administrative requirements as indicated below and bidders must circle the correct answer</p> <table border="1"> <thead> <tr> <th>Item No.</th><th>Administrative Requirements</th><th>Check/Compliance</th></tr> </thead> <tbody> <tr> <td>1</td><td>Master Bid Document</td><td>provided and bound</td></tr> <tr> <td>2</td><td>Electronic copy (USB/DISK)</td><td>Provided and similar to Master Bid Document</td></tr> <tr> <td>3</td><td>SCM - SBD 1 - Invitation to Bid</td><td>Completed and signed</td></tr> <tr> <td>4</td><td>SCM - SBD 4 - Bidder's Disclosure</td><td>Completed and signed</td></tr> </tbody> </table>		Item No.	Administrative Requirements	Check/Compliance	1	Master Bid Document	provided and bound	2	Electronic copy (USB/DISK)	Provided and similar to Master Bid Document	3	SCM - SBD 1 - Invitation to Bid	Completed and signed	4	SCM - SBD 4 - Bidder's Disclosure	Completed and signed
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	5	SCM - SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed
	6	In case of bids where Consortia / Joint Ventures, Consortia/Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable
<b>Stage 2: Mandatory Requirements</b> The following mandatory requirements will apply and all bids that do not meet mandatory requirements will be disqualified and will not be evaluated further on functionality criteria.			
<b>Criteria</b>			<b>Yes/No</b>
Main contractor must have a CIDB contractor grading designation of 6 GB or higher			
A contractor must attend a compulsory pre-tender site inspection briefing on the date and time published on the tender document			
<b>Stage 3: Functional Evaluation</b> The Functional Evaluation will be carried out to assess the Bidder's suitability to undertake the project, the Bidder's Company Experience, Current Resource, Current Expertise and project cost will be evaluated. Bidders who fail to obtain a minimum 70 Points for functionality under <b>Stage 3</b> will not be considered further. DFFE shall not be held responsible for incorrect judgement misled by unclear written letters/words on the forms below, to be completed by the Bidder(s). <b>DO NOT COMPLETE THE FORMS BY WRITING "SEE ATTACHED"</b> , Bidder(s) who refer to attachment <b>WILL BE SCORED ZERO</b> . Attachment shall strictly be made where specified and at the correct location, any attachment other than what has been requested by DFFE, shall be completely ignored, and scored zero, where points allocation is required. When completing Forms, Bidder(s) may make copies of the original Forms, should the provided forms be inadequate for their completion of the information required. Forms must be hand completed in black ink, no computer regenerated forms will be accepted. Forms must be completed in full, forms not completed in full shall be rejected by scoring zero.			
<b>Stage 4: Price and Preference Points</b> <b>Price and Preference Points Calculation</b> The following preference point system will be followed to advance the categories of persons: a) For contracts with a Rand value up to R50 000 000, a maximum of 20 points may be allocated for specific goals as contemplated above, provided that the lowest acceptable tender scores 80 points for price. The applicable formula to be used is $Ps=80[1-(Pt-Pmin)/Pmin]$ . Provided: Ps = Points scored for price of tender under consideration. Pt = Price of tender under consideration; and Pmin = Price of the lowest applicable tender. A total of 20 points may be awarded to a tenderer as follows:			

20 points: if the Bidder has more than 50% (fifty percent) by Black people, Women, or people with disabilities

0 Points: for 50% and below ownership by stipulated categories of persons

- b) A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the PPPFA.
- c) Bid will be awarded to a bidder with the highest points on price and Preference Points on condition that they have met all phases of the evaluation criteria and complied with the tender requirements set out in the tender document.
- d) The DFFE reserves the right to negotiate prices that are not deemed market related and not to award the tender to the bidder with the lowest price.
- e) Preference point system applicable for this bid is: **80/20**
- f) A total of **20** points will be allocated for either of the specific goals

SPECIFIC GOALS	80/20
>50% ownership by Black people, Or	20
>50% ownership by Women, Or	20
>50% ownership by people with Disability	20

**For service providers to claim for preference points the following must be adhered to:**

- a) Submit a complete and signed SBD 6.1,
- b) Bidders are requested to submit a valid B-BBEE Status Level Verification Certificate issued by SANAS Accredited Verification Agency; or B-BBEE Certificate issued by CIPC, or Sworn Affidavit commissioned by Commissioner of Oaths or A Consolidated Joint Venture B-BBEE Certificate clearly outlining the % ownership by black people, women and people with disabilities. **Issued in terms of the amended Construction Sector Code.**
- c) Verification Certificate means a B-BBEE Certificate issued in compliance with the B-BBEE Codes of Good Practice or Sector Codes issued in terms of Section 9 1 of the Broad Based Black Economic Empowerment Act 53 of 2003 as amended by Act 46 of 2013. **Issued in terms of the amended Construction Sector Code.**
- d) Unincorporated Joint Ventures are required to submit a consolidated verification certificate

C.3.13.1

Tender offers will only be accepted on condition that:

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

	<p>d) Has completed the Returnables SBD4, 6.1, forms and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process</p> <p>Has submitted the documentation listed in T2.21 and T2.22</p>
C.3.18	<b>The number of paper copies of the signed contract to be provided by the employer is ONE.</b>

**FORM A: SCHEDULE OF BIDDER'S EXPERIENCE IN CONSTRUCTION PROJECTS**

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

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

- i)* In order to qualify for maximum points, the bidder's Contractor must have completed construction of ***more than five (5) in related projects with a minimum value of R3 000 000, excluding VAT over the last 10 years.***
- ii)* Main contractor must have a CIDB contractor grading designation of **6GB** or higher.

**FORM A: COMPLETED PROJECTS**

<b>Name of the Bidder</b>		
<b>NUMBER OF YEARS' EXPERIENCE IN THE BUILT ENVIRONMENT OR CONSTRUCTION</b>		
<b>PROJECT No.</b>	<b>1</b>	<b>2</b>
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person ( <b>Name, Tel/ Cell no and Fax no</b> )		
Clients Contact Person (email address)		
Consulting Engineer ( <b>Name, Tel/ Cell no and Fax no</b> )		
Appointment Value (at least R3 000 000)		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Completion certificate attached (Yes or No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Main Contractor (Yes/No)		

PROJECT No.	3	4
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (Name, Tel/ Cell no and Fax no)		
Clients Contact Person (email address)		
Consulting Engineer (Name, Tel/ Cell no and Fax no)		
Appointment Value (at least R3 000 000)		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Completion certificate attached (Yes or No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Main Contractor (Yes/No)		

PROJECT No.	5	6
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (Name, Tel/ Cell no and Fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, Tel no and fax no)		
Appointment Value (at least R3 000 000)		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Completion certificate attached (Yes or No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Main Contractor (Yes/No)		

PROJECT No.	7	8
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person ( <b>Name, Tel/ Cell no and Fax no</b> )		
Clients Contact Person (email address)		
Consulting Engineer ( <b>Name, Tel/ Cell no and Fax no</b> )		
Appointment Value (at least R3 000 000)		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Completion certificate attached (Yes or No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Main Contractor (Yes/No)		

PROJECT No.	9	10
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person ( <b>Name, Tel/ Cell no and Fax no</b> )		
Clients Contact Person (email address)		
Consulting Engineer ( <b>Name, Tel/ Cell no and Fax no</b> )		
Appointment Value (at least R3 000 000)		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Completion certificate attached (Yes or No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
Main Contractor (Yes/No)		

**FORM B: EXPERIENCE OF NOMINATED PERSONNEL**

Bidders must have experienced staff, who have previously worked on similar projects. The information will be verified with the references provided. Any information found to be untruthful will lead to the immediate disqualification of the Service Provider. The bidder must have in its proposal a: -

- i) Site Agent with more than 10 years' experience in design and construction management.
- ii) General Foreman with more than 5 years' experience in contracts management of construction, in order to score maximum points.
- iii) OHS Officer with more than 5 years' experience in site safety management of construction projects.

Bidders are required to complete the forms attached as evidence and also submit detailed CVs as well as the qualifications and professional registrations of the above-mentioned personnel.

**NB:**

**ONE INDIVIDUAL MAY NOT BE NOMINATED FOR MORE THAN ONE ROLE OR POSITION FOR THIS BID. IF AN INDIVIDUAL IS NOMINATED FOR MORE THAN ONE ROLE THEN THE POINTS WILL ONLY BE ALLOCATED FOR ONE OF THE ROLES AND THE BIDDER WILL SCORE ZERO ON ANY OTHER ROLE.**

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

**FORMS TO BE COMPLETED BY THE BIDDERS**

- **Form B (I) General Foreman**
- **Form B (II) Site Agent**
- **Form B (III) OHS Agent**

**FORM B (i) GENERAL FOREMAN****General Foreman in the Company**

Post	Name	Qualifications (Degree/Diploma in the Built Environment)	Experience in years
General Foreman			

Bidders are required to submit as attachments after this page, e.g. qualifications.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Bidder \_\_\_\_\_

**General Foreman**

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

<b>General Foreman</b>		
<b>Name and Surname</b>		
<b>Experience in years' experience as General Foreman</b>		
<b>EXPERIENCE AS GENERAL FOREMAN</b>		
<b>YEAR of Experience as General Foreman</b>	<b>Year 1 (.....) (e.g.2019 etc.)</b>	<b>Year 2 (.....) (e.g.2018).</b>
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person ( <b>name, Tel/Cell no and fax no</b> )		
Clients Contact Person (email address)		
Consulting Engineer ( <b>name, Tel no and fax no</b> )		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
<b>Roles/Responsibilities</b> performed by the Bidder on the project:		

<b>EXPERIENCE AS GENERAL FOREMAN</b>		
<b>YEAR of Experience as General Foreman</b>	<b>Year 3 (.....) (e.g.2019 etc.)</b>	<b>Year 4 (.....) (e.g.2018).</b>
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person ( <b>name, Tel/Cell no and fax no</b> )		
Clients Contact Person (email address)		
Consulting Engineer ( <b>name, Tel no and fax no</b> )		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
<b>Roles/Responsibilities</b> performed by the Bidder on the project:		

<b>EXPERIENCE AS GENERAL FOREMAN</b>		
<b>YEAR of Experience as General Foreman</b>	<b>Year 5 (.....) (e.g.2019 etc.)</b>	<b>Year 6 (.....) (e.g.2018).</b>
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person ( <b>name, Tel/Cell no and fax no</b> )		
Clients Contact Person (email address)		
Consulting Engineer ( <b>name, Tel no and fax no</b> )		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
<b>Roles/Responsibilities</b> performed by the Bidder on the project:		

<b>EXPERIENCE AS GENERAL FOREMAN</b>		
<b>YEAR of Experience as General Foreman</b>	<b>Year 7 (.....) (e.g.2019 etc.)</b>	<b>Year 8 (.....) (e.g.2018).</b>
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person ( <b>name, Tel/Cell no and fax no</b> )		
Clients Contact Person (email address)		
Consulting Engineer ( <b>name, Tel no and fax no</b> )		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
<b>Roles/Responsibilities</b> performed by the Bidder on the project:		

EXPERIENCE AS GENERAL FOREMAN		
YEAR of Experience as General Foreman	Year 9 (.....) (e.g.2019 etc.)	Year 10 (..... ) (e.g.2018).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person ( <b>name, Tel/Cell no and fax no</b> )		
Clients Contact Person (email address)		
Consulting Engineer ( <b>name, Tel no and fax no</b> )		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
<b>Roles/Responsibilities</b> performed by the Bidder on the project:		

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Bidder \_\_\_\_\_

**FORM B (ii) SITE AGENT**

Post	Name	Experience in years
Site Agent		

Bidders are required to submit as attachments after this page, the CV and any other information they may consider relevant.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Bidder \_\_\_\_\_

**Site Agent**

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

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

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

EXPERIENCE AS SITE AGENT		
YEAR of Experience as Site Agent	Year 5 (..... ) (e.g.2015 etc.)	Year 6 (... ..) (e.g.2014).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person ( <b>name, Tel/Cell no and fax no</b> )		
Clients Contact Person (email address)		
Consulting Engineer ( <b>name, Tel no and fax no</b> )		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
<b>Roles/Responsibilities</b> performed by the Bidder on the project:		

EXPERIENCE AS SITE AGENT		
YEAR of Experience as Site Agent	Year 7 (..... ) (e.g.2013 etc.)	Year 8 (... ..) (e.g.2012).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person ( <b>name, Tel/Cell no and fax no</b> )		
Clients Contact Person (email address)		
Consulting Engineer ( <b>name, Tel no and fax no</b> )		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
<b>Roles/Responsibilities</b> performed by the Bidder on the project:		

EXPERIENCE AS SITE AGENT		
YEAR of Experience as Site Agent	Year 9 (..... ) (e.g.2013 etc.)	Year 10 (..... ) (e.g.2012).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person ( <b>name, Tel/Cell no and fax no</b> )		
Clients Contact Person (email address)		
Consulting Engineer ( <b>name, Tel no and fax no</b> )		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
<b>Roles/Responsibilities</b> performed by the Bidder on the project:		

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Bidder \_\_\_\_\_

FORM B (Ili) OHS Officer

Post	Name	Qualifications in Safety Management	Experience in years
OHS Officer			

Bidders are required to submit as attachments after this page, e.g. the qualifications.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Bidder \_\_\_\_\_

## OHS Agent/ Safety Officer

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

EXPERIENCE AS SAFETY OFFICER IN SITE MANAGEMENT OF CONSTRUCTION PROJECTS.		
YEAR of Experience as OHS Agent	Year 3 (... ..) (e.g.2017 etc.)	Year 4 (... ..) (e.g.2016).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person (name, Tel/Cell no and fax no)		
Clients Contact Person (email address)		
Consulting Engineer (name, Tel no and fax no)		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
<b>Roles/Responsibilities</b> performed by the Bidder on the project:		

EXPERIENCE AS SAFETY OFFICER IN SITE MANAGEMENT OF CONSTRUCTION PROJECTS.		
YEAR of Experience as OHS Agent	Year 5 (... ..) (e.g.2015 etc.)	Year 6 (... ..) (e.g.2014).
Project Name		
Nature of Project		
Client (Responsible for supervision)		
Client Contact person		
Clients Contact Person ( <b>name, Tel/Cell no and fax no</b> )		
Clients Contact Person (email address)		
Consulting Engineer ( <b>name, Tel no and fax no</b> )		
Appointment Value		
Project Location (Province)		
Project Duration(months)		
Project Commencement Date (months/year)		
Is the Project Completed (Yes/No)		
Estimated Completion Date (If not yet Completed)		
Completion Date (If Completed) (months/year)		
<b>Roles/Responsibilities</b> performed by the Bidder on the project:		

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Bidder \_\_\_\_\_

## **ANNEXURE – C**

### **STANDARD CONDITION OF TENDER**

## Annex C

### Standard Conditions of Tender

#### 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 C.2 and C.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 fulfill 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) incompatibility 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 in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### **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.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

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

#### **C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

## **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 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 as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the 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**

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 claimed for its BBBEE status level 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 in the 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 govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **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.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
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:

- i. is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- ii. 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;
- iii. has the legal capacity to enter into the contract;
- iv. 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;
- v. complies with the legal requirements, if any, stated in the tender data; and
- vi. 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
- c) 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.

*[For more information the Bidders should download a full document of Annexure C for Standard Conditions of Tender]*

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DFFE- T002 (22/23)	CLOSING DATE:	31 May 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A CIDB GRADED CONTRACTOR FOR THE CONSTRUCTION OF LANDSCAPING, PAVING AND BUILDING WORKS IN THE EASTERN CAPE (MVESO) FOR A PERIOD OF EIGHTEEN (18) MONTHS FOR CONTRACTOR WITH 6GB OR HIGHER				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Department of Forestry, Fisheries and the Environment ; The Environment House,					
473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	SCM Representative		CONTACT PERSON	Mr TN Mathato	
TELEPHONE NUMBER	012 399 9670/9671/9055		TELEPHONE NUMBER	012 399 9493 or 072 723 5173	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenders@dfpe.gov.za		E-MAIL ADDRESS	<a href="mailto:nmathato@dfpe.gov.za">nmathato@dfpe.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT  <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

# **VOLUME 2: RETURNABLE DOCUMENTS**

## T2.1. LIST OF RETURNABLE DOCUMENTS

**Checklist for the Returnable Documents Required for Tender Evaluation Purposes** (as stipulated in the table of content above)

### T2.2 Returnable Documents required for tender evaluation purposes.

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Reference	Returnable document
Form of Offer and Acceptance		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Bills of Quantities/Lump Sum Document and Final Summary (in Volume – 3 (C2.1)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Bidders Disclosure	SBD 4	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resolution of Board of Directors		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resolution of Board of Directors to enter into Consortia or Joint Ventures Special Resolution of Consortia or Joint Ventures ( <i>if applicable</i> )		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Special Resolution of Consortia or Joint Ventures ( <i>if applicable</i> )		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Functionality Evaluation Criteria		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Pre-tender Site Inspection Meeting Certificate		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of Tenderer's Current and Completed Projects		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	SBD 6.1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Affidavit		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**T2.2.1 Returnable documents that will be incorporated into the contract**

Note: Failure to submit the applicable documents may result in the Tenderer having to submit same upon request within a stipulated time, and if not complied with, may result in the tender offer being disqualified from further consideration. [See also the Standard Conditions of Tender]

Tender document name	Reference	Returnable document
Record of Addenda to tender documents) <i>(if applicable)</i>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Credentials of Mechanical / Security Work material and equipment schedules <i>(if applicable)</i>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Credentials of plumbing Contractor		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Credentials of Electrical Contractor (s)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Schedule for Imported Materials and Equipment		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**T2.2.2 Recommended returnable Documents: Other documents that will be incorporated into the Contract (special condition)**

Tender document name	Reference	Returnable document
Declaration Certificate for Local Production and Content for Designated Sectors (Annexure C, D, E: Local & Imported Content Declarations).	SBD 6.2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**T2.2.3 Additional Information that might be required for tender evaluation `purpose.**

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the	Copies of: i. Certificate of Incorporation – CM1. ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or

<b>Legal Status of Tendering Entity: If the Tendering Entity is:</b>	<b>Documentation to be submitted with the tender, or which may be required during the tender evaluation:</b>
Companies Act, 2008 (Act 71 of 2008, as amended)].	iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

**Additional returnable documents required for tender evaluation purposes.**

Note: Failure to submit the applicable documents may result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also the Standard Conditions of Tender]

<b>Tender document name</b>	<b>Reference</b>	<b>Returnable document</b>
Any <u>additional</u> information required to complete a risk assessment		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Signed by the Tenderer/Bidder**

<b>Name of representative</b>	<b>Signature</b>	<b>Date</b>

**C1.1 FORM OF OFFER AND ACCEPTANCE****OFFER**

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

**EC – NELSON MANDELA CENTENARY CELEBRATION****STAMP**

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 returnable schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

Rand (in words):	
Rand (in figures):	R
The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as a firm and final offer.	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

Company or Close Corporation: ..... ..... And: Whose Registration Number is: ..... And: Whose Income Tax Reference Number is: ..... CSD supplier number:.....	<b>OR</b>	Natural Person or Partnership: ..... ..... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: ..... CSD supplier number:.....
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**AND WHO IS** (if applicable):

Trading under the name and style of: .....
---

**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: .....  In his/her capacity as: .....	<b>Note:</b>  <b>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.</b>
---	---

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents ..... ☐
- The official alternative ..... ☐
- Own alternative (only if documentation makes provision therefore) .. ☐

**(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)**

**SECURITY OFFERED:****ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the, Contract that is the subject of this Agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Specification
- Part C4 Locality Plan

and Tender drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender

Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a letter of acceptance, contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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

NAME(s): (BLOCK LETTERS)	.....	.....
CAPACITY of authorized agents:	.....	.....
SIGNATURE(s) of authorized agents:	.....	.....
SIGNED at	..... on this	..... day of .....
WITNESSE(s): (Full name – BLOCK LETTERS – and signature)		
1.	.....	.....
	.....	.....

# **T2.1 & T2.2 RETURNABLE DOCUMENTS**

**BIDDERS DISCLOSURE**

Failure to complete this form in **full** and signed by the duly authorized person, as indicated on the Resolution of board of directors or Special resolution of consortia or joint ventures, may render the tender non-responsive and will be removed from any and all further contention.

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

Full Name	Identity Number	Name of Stateinstitution

---

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.

---

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.1 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.
- 3.2 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 legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**



## RESOLUTION OF BOARD OF DIRECTORS

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_  
*(Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at \_\_\_\_\_ (place) on \_\_\_\_\_ (date) **RESOLVED**

**that:**

1. The Enterprise submits a Bid / Tender to the Department of Forestry, Fisheries and Environment in respect of the following project:

\_\_\_\_\_  
*(Project description as per Bid / Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid / Tender Document)*

2. \*Mr/Mrs/Ms:

in \*his/her Capacity as: \_\_\_\_\_ *(Position in the Enterprise)*

and who will sign as follows:

\_\_\_\_\_  
 be, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

No.	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			



*The bidding enterprise hereby absolves the Department of Forestry, Fisheries and Environment from any liability whatsoever that may arise as a result of this document being signed.*

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**



## RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_

\_\_\_\_\_

*(Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at \_\_\_\_\_ (place) on \_\_\_\_\_ (date) **RESOLVED** that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_

\_\_\_\_\_

*(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)*

to the Department of Forestry, Fisheries and Environment in respect of the following project:

**APPOINTMENT OF A CIDB GRADED CONTRACTOR FOR THE CONSTRUCTION OF LANDSCAPING, PAVING AND BUILDING WORKS IN THE EASTERN CAPE (MVESO) FOR A PERIOD OF EIGHTEEN (18) MONTHS FOR CONTRACTOR WITH 6GB OR HIGHER** *(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid / Tender Document)*

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ *(Position in the Enterprise)*

and who will sign as follows:

\_\_\_\_\_

be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liabilities with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement

and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

no.	Name	Capacity	Signature
1			
2			
3			
4			
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8			
9			
10			
11			
12			

*The bidding enterprise hereby absolves the Department of Forestry, Fisheries and the Environment from any liability whatsoever that may arise as a result of this document being signed*

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**



## SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ (place) on \_\_\_\_\_ (date) **RESOLVED that:**

**RESOLVED that:**

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Forestry, Fisheries, and the Environment in respect of the following project:

**APPOINTMENT OF A CIDB GRADED CONTRACTOR FOR THE CONSTRUCTION OF LANDSCAPING, PAVING AND BUILDING WORKS IN THE EASTERN CAPE (MVESO) FOR A PERIOD OF EIGHTEEN (18) MONTHS FOR CONTRACTOR WITH 6GB OR HIGHER** (Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid /Tender Document)

- B. \*Mr/Mrs/Ms:

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows:

\_\_\_\_\_  
be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

- \_\_\_\_\_  
D. The Enterprises to the Consortium/Joint Venture accept joint and several liabilities for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

No.	Name	Capacity	Signature
1			
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12			
13			
14			
15			

*The bidding enterprise hereby absolves the Department of Fisheries and the Environment from any liability whatsoever that may arise as a result of this document being signed.*

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorized Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution of board of directors to enter into consortia or joint ventures.
3. Should the number of the Duly Authorized Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution of board of directors to enter into consortia or joint ventures, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (special resolution of consortia or joint ventures).



### Pre-tender Site Inspection Meeting Certificate

<b>Project Name:</b>	EC-NELSON MANDELA CENTENARY CELEBRATION		
<b>Tender no:</b>	DFFE-T002(23-24)	<b>Reference no:</b>	EPIP- A180109999
<b>Advertising date:</b>	18 April 2023	<b>Closing date:</b>	31 May 2023

This is to certify that I, \_\_\_\_\_ representing  
 \_\_\_\_\_ in the company of  
 \_\_\_\_\_ visited the site on:  
 \_\_\_\_\_

I have made myself familiar with all local conditions likely to influence the work, and the cost thereof. I further certify that I am satisfied with the description of the work, and explanation given at the site inspection meeting and that I perfectly understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DFFE Representative (PM / SCM)	Signature	Date

**SBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The applicable preference points is as follows:

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## **2. DEFINITIONS**

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

## **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

### **3.1. POINTS AWARDED FOR PRICE**

#### **3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ \mathbf{Ps} = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & \mathbf{Ps} = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

or

$$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
>50% ownership by Black people, Or	10	20		
>50% ownership by Women, Or	10	20		
>50% ownership by people with Disability	10	20		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm .....

4.4. Company registration number: .....

**4.5. TYPE OF COMPANY/ FIRM**

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (b) disqualify the person from the tendering process;
  - (c) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (d) 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;
  - (e) 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
  - (f) forward the matter for criminal prosecution, if deemed necessary.

**WITNESSES**

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE .....

ADDRESS .....

.....

.....

.....

**Schedule of Tenderer's Current and Completed Projects**

<b>Project Name:</b>	<i>EC-NELSON MANDELA CENTENARY CELEBRATION</i>		
<b>Tender No:</b>	DDFE-T002(23-24)	<b>Closing date:</b>	31 May 2023
<b>Advertising date:</b>	18 April 2023	<b>Validity period:</b>	120 days

**1. Particulars of Tenderer's Current and Completed commitments.****1.1. Current Projects**

Projects currently engaged in		Name of the Employer or Representative of the Employer	Contact Cell / Tel. no. of the Employer or Representative of the Employer	Contract amount	Contractual commencement date	Contractual completion date	Current percentage progress
1							
2							
3							
4							
5							
6							
7							
8							

## 1.2. Completed Projects

Projects completed not above 10 (ten) years		Name of the Employer or Representative of the Employer	Contact Cell / Tel. no. of the Employer or Representative of the Employer	Contract amount	Contractual commencement date	Contractual completion date	Actual completion date	Date of Certificate of Practical Completion
1								
2								
3								
4								
5								
6								
7								
8								
9								

**TENDER NO: DFFE-T002 (23-24)**

Name of Tenderer	Signature	Date
------------------	-----------	------



## RECORD OF ADDENDA TO TENDER DOCUMENTS

<b>Project Name:</b>	EC-NELSON MANDELA CENTENARY CELEBRATION		
<b>Tender no:</b>	DFFE-T002 (23-24)	<b>Reference no:</b>	EPIP- A180109999

1. I / We confirm that the following communications received from the Department of Forestry, Fisheries and Environment before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Forestry, Fisheries and Environment before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date



## SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

<b>Project Name:</b>	EC-NELSON MANDELA CENTENARY CELEBRATION		
<b>Tender no:</b>	DFFE-T002 (23-24)	<b>Reference no:</b>	EPIP- A180109999

This schedule should be completed by the tenderer. *(Attach additional pages if more space is required)*

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

**The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only.** Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Forestry, Fisheries and Environment within sixty (60) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

### FORMULA:

The net amount to be added to or deducted from the contract sum:  $A = V \left( \frac{Z}{Y} - 1 \right)$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item  
Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES**  
**(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)**  
**(Gazette Vol. 630 No. 41287)**

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

<b>Full names and surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

<b>Enterprise Name:</b>			
<b>Trading Name (If Applicable):</b>			
<b>Registration Number:</b>			
<b>Physical Address:</b>			
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>			
<b>Nature of Construction Business:</b> <i>Indicate the applicable category with a tick.</i>	<b>BEP</b> (Built Environment Professional)	<b>Contractor</b>	<b>Supplier</b>
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"		
<b>Definition of "Black Designated Groups"</b>	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under-developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"		

Construction Sector Affidavit

3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is \_\_\_\_\_ % Black Owned
- The Enterprise is \_\_\_\_\_ % Black Female Owned
- The Enterprise is \_\_\_\_\_ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)

o Black Youth % \_\_\_\_\_ %

o Black Disabled % \_\_\_\_\_ %

o Black Unemployed % \_\_\_\_\_ %

o Black People living in Rural areas % \_\_\_\_\_ %

o Black Military Veterans % \_\_\_\_\_ %

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was less than the applicable amount confirmed **by ticking the applicable box below.**

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

*If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.*

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box below.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	<b>Level Five</b> (80% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths

\_\_\_\_\_  
Signature

Official Stamp (with date)

Construction Sector Affidavit

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## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

---

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

**VOLUME 3:**  
**THE CONTRACT PART A**  
**Agreement and Contract**

**C1.2 CONTRACT DATA:****JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

<b>Project Name:</b>	<b>EC- NELSON MANDELA CENTENARY CELEBRATION, Mvezo Landscape</b>
<b>Reference no.:</b>	EPIP- A1800109999

<b>Advertisement Date:</b>	<b>18 April 2023</b>	<b>Validity:</b>	<b>120 days</b>
<b>Closing Date:</b>	<b>31 May 2023</b>	<b>Closing time:</b>	<b>11:h00am</b>

	<p>The Conditions of Contract are clauses 1 to 14 of the <b>JBCC</b> Series 2000 Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
--	--

**A PROJECT INFORMATION****A 1.0 Works [1.1]**

<b>Works Description:</b>	<p>The project comprises of developing a nature reserve, the following are the main deliverables:</p> <ul style="list-style-type: none"> <li>a) Build a cultural precinct at the welcoming entrance by N2;</li> <li>b) Plant trees along the Avenue Road from N2 to Mvezo Head office;</li> <li>c) Build new parking area in front of the existing welcome centre</li> <li>d) Control of soil erosion whereby gabion baskets and Loffelstein wall are constructed</li> <li>e) Planting of indigenous plants in an open public park;</li> <li>f) Removal and de-weeding of the weeds growing in the existing paved roads and internal paving;</li> <li>g) Stone pitching on the stormwater channel;</li> <li>h) Solar high mast lighting;</li> <li>i) Earthworks and topsoil for revegetation.</li> </ul> <p>The description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.</p>
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**A 2.0 Site [1.2A]**

<b>Erf / Stand number:</b>	N/A
<b>Town / Suburb:</b>	Mthatha, EC
<b>Site Address:</b>	Mvezo is a small village on the banks of the Mbashe River, not far from Mthatha in the Eastern Cape
<b>Local Authority:</b>	King Sabata Dalindyebo Local Municipality

**A 3.0 Employer [1.3]**

<b>Official Name of Organ of State / Public Sector Body</b>	Department of Forestry, Fisheries, and the Environment
<b>Postal Address:</b>	Postal address: Department of Forestry, Fisheries, and the Environment Private Bag X 447 Pretoria 0001
<b>Physical address:</b>	Environmental House Ground Floor of the Department of Forestry, Fisheries and Environment 473 Steve Biko Road Arcadia, Pretoria 0083
<b>Business registration number:</b>	Government Department
<b>Country:</b>	South Africa
<b>Employer's representative: Name</b>	Mr Noko Mathatho
<b>E-mail:</b>	<a href="mailto:nmathatho@dfpe.gov.za">nmathatho@dfpe.gov.za</a>
<b>Mobile Number:</b>	N/A
<b>Telephone number:</b>	012 399 9493

**A 4.0 Principal agent [1.4]**

<b>Name (contact person)</b>	Mr Takalani Manyuma,
<b>Company Name:</b>	<b>MVE CONSULTING ENGINEERS</b>
<b>Practice number:</b>	Pr No. 201470008
<b>Telephone number:</b>	N/A
<b>Mobile number</b>	072 538 5272
<b>Country:</b>	South Africa
<b>E-mail:</b>	nelson@mveconsulting.co.za
<b>Postal address:</b>	105B LOUGARDIA BUILDING, 962 EMBANKMENT ROAD, CENTURION, 0157
<b>Physical address:</b>	105B LOUGARDIA BUILDING, 962 EMBANKMENT ROAD, CENTURION, 0157

**A 5.0 Principal Consultant [1.5]**

<b>Name (contact person)</b>	
<b>Company Name:</b>	
<b>Practice number:</b>	
<b>Telephone number:</b>	
<b>Mobile number</b>	
<b>Country:</b>	
<b>E-mail:</b>	
<b>Postal address:</b>	
<b>Physical address:</b>	

**A 6.0 Agent [1.6] [Quantity Surveying]**

<b>Name (contact person)</b>	
<b>Company Name:</b>	
<b>Practice number:</b>	
<b>Telephone number:</b>	
<b>Mobile number</b>	
<b>Country:</b>	
<b>E-mail:</b>	
<b>Postal address:</b>	
<b>Physical address:</b>	

**A 7.0 Agent [1.7] [Architect]**

<b>Name (contact person)</b>	
<b>Company Name:</b>	
<b>Practice number:</b>	
<b>Telephone number:</b>	
<b>Mobile number</b>	
<b>Country:</b>	
<b>E-mail:</b>	
<b>Postal address:</b>	
<b>Physical address:</b>	

**A 8.0 Agent [1.8] [Structural Engineering]**

<b>Name (contact person)</b>	
<b>Company Name:</b>	
<b>Practice number:</b>	
<b>Telephone number:</b>	
<b>Mobile number</b>	
<b>Country:</b>	
<b>E-mail:</b>	
<b>Postal address:</b>	
<b>Physical address:</b>	

**A 9.0 Agent [1.9] [Civil Engineering]**

<b>Name (contact person)</b>	
<b>Company Name:</b>	
<b>Practice number:</b>	
<b>Telephone number:</b>	
<b>Mobile number</b>	
<b>Country:</b>	
<b>E-mail:</b>	
<b>Postal address:</b>	
<b>Physical address:</b>	

**A 10.0 Agent [1.10] [Electrical Engineering]**

<b>Name (contact person)</b>	
<b>Company Name:</b>	
<b>Practice number:</b>	
<b>Telephone number:</b>	
<b>Mobile number</b>	
<b>Country:</b>	
<b>E-mail:</b>	
<b>Postal address:</b>	
<b>Physical address:</b>	

**A 11.0 Agent [1.11] [Mechanical Engineering]**

<b>Name (contact person)</b>	
<b>Company Name:</b>	
<b>Practice number:</b>	
<b>Telephone number:</b>	
<b>Mobile number</b>	
<b>Country:</b>	
<b>E-mail:</b>	
<b>Postal address:</b>	
<b>Physical address:</b>	

**A 12.0 Agent [1.12] []**

<b>Name (contact person)</b>	
<b>Company Name:</b>	
<b>Practice number:</b>	
<b>Telephone number:</b>	
<b>Mobile number</b>	
<b>Country:</b>	
<b>E-mail:</b>	
<b>Postal address:</b>	
<b>Physical address:</b>	

## A 13.0 Agent [1.13] []

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

## A 14.0 Agent [1.14] []

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

## A 15.0 Agent [1.15] []

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

## A 16.0 Agent [1.16] []

Name (contact person)	
Company Name:	
Practice number:	
Telephone number:	
Mobile number	
Country:	
E-mail:	
Postal address:	
Physical address:	

**A 17.0 Agent [1.17] [ ]**

<b>Name (contact person)</b>	
<b>Company Name:</b>	
<b>Practice number:</b>	
<b>Telephone number:</b>	
<b>Mobile number</b>	
<b>Country:</b>	
<b>E-mail:</b>	
<b>Postal address:</b>	
<b>Physical address:</b>	

**A 18.0 Agent [1.18] [ ]**

<b>Name (contact person)</b>	
<b>Company Name:</b>	
<b>Practice number:</b>	
<b>Telephone number:</b>	
<b>Mobile number</b>	
<b>Country:</b>	
<b>E-mail:</b>	
<b>Postal address:</b>	
<b>Physical address:</b>	

**B CONTRACT INFORMATION****B 1.0 Definitions [1.1]**

**Bills of quantities:** System/Method of measurement      Seventh Edition 2015 of the Standard System of Measuring Builder's Work

**B 2.0 Law, regulations, and notices [2.0]**

**Law** applicable to the **works**, state country [2.1]      Republic of South Africa

**B 3.0 Offer and acceptance [3.0]**

Currency applicable to this **agreement** [3.2]      South African Rands

**B 4.0 Documents [5.0]**

The original signed **agreement** is to be held by the **principal agent** [5.2], if not, indicate by whom      **Employer (the Department)**  
 Number of copies of **construction information** issued to the **contractor** at no cost [5.6]      **2**

Documents comprising the **agreement**      Page numbers  
 The **JBCC®** Principal Building Agreement, Edition 6.2 May 2018      1 to 30

The **JBCC®** Principal Building Agreement - Contract  
 Data for Organs of State and other Public Sector 1 to 14  
 Bodies, Edition 6.2 May 2018  
 The **JBCC®** General Preliminaries for use with the  
**JBCC®** Principal Building Agreement, Edition 6.2 1 to 7  
 May 2018  
 Bills of Quantities Refer to index  
 Additional documentation as stated in Procurement document

**Contract drawings** – Number ..... Revision ..... Date .....  
 description .....  
 Refer to drawings included in tender document annexures

### **B 5.0 Employer's agents [6.0]**

Authority is delegated to the following <b>agents</b> to issue <b>contract instructions</b> and perform duties for specific aspects of the <b>works</b> [6.2]
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To be determined.
-------------------

<b>Principal agent's</b> and <b>agents'</b> interest or involvement in the <b>works</b> other than a professional interest [6.3]
--

N/A
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**B 6.0 Insurances [10.0]**

Insurances by <b>employer</b>			Amount including tax	Deductible amount including tax
Contract works insurance:				
	New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)		.....	.....
or	<b>Works</b> with <b>practical completion</b> in <b>sections</b> [10.2] ( <b>contract sum</b> or amount)		.....	.....
or	<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> )			
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance		.....	.....
	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance		.....	.....
	Escalation, professional fees and reinstatement costs if not included above		.....	.....
Total of the above contract works insurance amount			.....	.....
Supplementary insurance [10.1.2; 10.2]			.....	.....
Public liability insurance [10.1.3; 10.2]			.....	.....
Removal of lateral support insurance [10.1.4; 10.2]			.....	.....
Other insurances [10.1.5]			.....	.....
Yes / No		If yes, description 1		
Yes / No		If yes, description 2		

**and/or**

Insurances by <b>contractor</b>			Amount including tax	Deductible amount including tax
Contract works insurance:				
	New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)		.....	.....
or	<b>Works</b> with <b>practical completion</b> in <b>sections</b> [10.2] ( <b>contract sum</b> or amount)		.....	.....
or	<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> )		.....	.....
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance		.....	.....
	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance		.....	.....
	Escalation, professional fees and reinstatement costs if not included above		.....	.....
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2]				
Public liability insurance [10.1.3]				
Removal of lateral support insurance [10.1.4]				
Other insurances [10.1.5] Refer B17.0				
Yes / No		If yes, description 1		
Yes / No		If yes, description 2		

**B 7.0 Obligation of the employer [12.1]**

Existing premises will be in use and occupied [12.1.2]		Yes/no?	
If yes, description			
Restriction of working hours [12.1.2]		Yes/no?	
If yes, description			
Natural features and known services to be preserved by the <b>contractor</b> [12.1.3]		Yes/no?	
If yes, description			
Restrictions to the <b>site</b> or areas that the <b>contractor</b> may not occupy [12.1.4]		Yes/no?	
If yes, description			
Supply of <b>free issue</b> [12.1.10]		Yes/no?	
If yes, description			

**B 8.0 Nominated subcontractors [14.0]**

Yes/No		If yes, description of Specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

**B 9.0 Selected subcontractors [15.0]**

Yes/No		If yes, description of Specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

**B 10.0 Direct contractors [16.0]**

Yes/No		If yes, description of extent of work
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		

**B 11.0 Description of sections [20.1]**

Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Section	Remainder of the works

**B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]**

<b>Practical completion</b> for the works as a whole	Intended date of possession of the <b>site</b> Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the <b>principal agent</b> [19.3]	The date for <b>practical completion</b> shall be the period as indicated below from the date of possession of the <b>site</b> by the <b>contractor</b> [12.2.7; 24.1]	<b>Penalty</b> for late completion [24.1]
	<b>Date</b>	<b>working days</b>	<b>Date</b>	Penalty amount per calendar day (excl. tax)
				R - equivalent of 0.05% (Contract Sum)

or where sections are applicable

<b>Practical completion</b> for the works as a whole	Intended date of possession of the <b>site</b> Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the <b>principal agent</b> [19.3]	The date for <b>practical completion</b> shall be the period as indicated below from the date of possession of the <b>site</b> by the <b>contractor</b> [12.2.7; 24.1]	<b>Penalty</b> for late completion [24.1]
	<b>Date</b>	<b>working days</b>	<b>Date</b>	Penalty amount per calendar day (excl. tax)
				R - equivalent of 0.05% (Contract Sum)
Section 1	.....	.....	.....	.....
Section 2	.....	.....	.....	.....
Section 3	.....	.....	.....	.....
Section 4	.....	.....	.....	.....
Section 5	.....	.....	.....	.....
Section 6	.....	.....	.....	.....
Section 7	.....	.....	.....	.....
Section 8	.....	.....	.....	.....
Remainder of the works				

Criteria to achieve <b>practical completion</b> not covered in the definition of <b>practical completion</b>

**Defects liability period [21.0]**

Extended defects liability period: Refer B17.0 [21.13]	Yes/no?	.....
If yes, description of applicable elements	eg: Electrical reticulation / Air conditioning system / Landscaping 13.1 13.2 13.3 13.4 13.5 13.6	

**Payment [25.0]**

Date of month for issue of regular <b>payment certificates</b> [25.2]			
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	.....	
If yes, method to calculate			
<b>Employer</b> shall pay the <b>contractor</b> within: [25.10]	Twenty-one (21) <b>calendar days</b>		

**Dispute resolution [30.0]**

Adjudication [30.6.1; 30.10]	
Name of nominating body	
Applicable rules for adjudication [30.6.2]	
Arbitration [30.7.4; 30.10]	
name of nominating body	
Applicable rules for arbitration [30.7.5]	

**JBCC® General Preliminaries – selections**

Provisional bills of quantities [P2.2]		Yes/No	
Availability of construction information [P2.3]		Yes/No	
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]			
Previous work - <b>defects</b> - details of previous contract(s) [P3.2]			
Inspection of adjoining properties - details [P3.3]			
Handover of <b>site</b> in stages - specific requirements [P4.1]			
Enclosure of the <b>works</b> - specific requirements [P4.2]			
Geotechnical and other investigations - specific requirements [P4.3]			
Existing premises occupied - details [P4.5]			
Services - known - specific requirements [P4.6]			
Water [P8.1]	By contractor	Yes/No	
	By employer	Yes/No	
	By <b>employer</b> – metered	Yes/No	
Electricity [P8.2]	By contractor	Yes/No	
	By employer	Yes/No	

	By <b>employer</b> – metered	Yes/No		
Ablution and welfare facilities [P8.3]	By contractor	Yes/No		
	By employer	Yes/No		

Communication facilities - specific requirements [P8.4]	
Protection of the <b>works</b> - specific requirements [P11.1]	
Protection / isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b> - specific requirements [P11.2]	
Disturbance - specific requirements [P11.5]	
Environmental disturbance - specific requirements [P11.6]	

**Changes made to JBCC® documentation**

<b>Reference may be made to other documents forming part of this agreement</b>
SHORTENED VERSION OF THE PRELIMINARIES AS PER THE BoQ.

**C TENDERER'S SELECTIONS****Security [11/0]**

Guarantee for construction: Select Option A or B

☐

<b>Option A</b>	<b>Guarantee for construction</b> (variable) by <b>contractor</b> [11.1.1]
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<b>Option B</b>	<b>Guarantee for construction</b> (fixed) by <b>contractor</b> [11.1.2]
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<b>Guarantee for payment</b> by <b>employer</b> [11.5.1; 11.10]	Not applicable
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Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2; 11.3]	Not applicable
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**C 2.0 Contractor's annual holiday periods during the construction period**

<b>Year 1 contractor's annual holiday period</b>	start date		end date	
Year 2 <b>contractor's</b> annual holiday period	start date		end date	
Year 3 <b>contractor's</b> annual holiday period	start date		end date	

**C 3.0 Payment of preliminaries [25.0]**

Contractor's selection

Select Option A or B

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Where the **contractor** does not select an option, Option A shall apply



**Payment methods**

<b>Option A</b>	The <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
<b>Option B</b>	The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> to identify an initial establishment charge, a time-related charge, and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the <b>principal agent</b> and adjusted from time to time as may be necessary to consider the rate of progress of the <b>works</b>

**Lump sum contract**

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

**C 4.0 Adjustment of preliminaries [26.9.4]**

Contractor's selection

Select Option A or B

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Where the **contractor** does not select an option, Option A shall apply

**Provision of particulars**

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

<b>Option A</b>	An allocation of the <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender
<b>Option B</b>	A detailed breakdown of the <b>preliminaries</b> amounts within fifteen (15) <b>working days</b> of possession of the <b>site</b> . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>Programme</b>

**Adjustment methods**

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

<b>Option A</b>	The <b>preliminaries</b> shall be adjusted in accordance with the allocation of <b>preliminaries</b> amounts provided by the <b>contractor</b> , apportioned to <b>sections</b> where completion in <b>sections</b> is required Fixed - An amount which shall not be varied Value-related - An amount varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b> . Both the <b>contract sum</b> and the <b>contract value</b> shall exclude the amount of <b>preliminaries</b> , contingency sum(s) and any provision for cost fluctuations Time-related - An amount varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]
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<b>Option B</b>	<p>The adjustment of <b>preliminaries</b> shall be based on the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the <b>preliminaries</b> for the period of construction during which the delay occurred</p>
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**Failure to provide particulars within the period stated**

<b>Option A</b>	<p>Where the allocation of <b>preliminaries</b> amounts for Option A is not provided, the following allocation of <b>preliminaries</b> amounts shall apply:</p> <p>Fixed - Ten per cent (10%)  Value-related - Fifteen per cent (15%)  Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the <b>preliminaries</b> per <b>section</b> is not provided, the categorised amounts shall be prorated to the cost of each <b>section</b> within the <b>contract sum</b> as determined by the <b>principal agent</b></p>
<b>Option B</b>	<p>Where the detailed breakdown of <b>preliminaries</b> amounts for Option B is not provided, Option A shall apply</p>

**Lump sum contract**

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

## C1.4 HEALTH AND SAFETY AGREEMENTS



**AGREEMENT WITH MANDATARY – SECTION 37 (1) & (2)**

**OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS 85 OF 1993**

**AGREEMENT ENTERED INTO BETWEEN TWO PARTIES**

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

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**CLIENT (DFFE)**

**AND**

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**NAME OF THE CONTRACTOR OR AGENT**

In respect of Project:

**PROJECT NAME: EC- NELSON MANDELA CENTENARY CELEBRATION**

**TENDER No.: DFFE-T002 (23-24)**

**SITE ADDRESS: Site 1 Venue: Mthatha: Mvezo Village (Tribal Council), Eastern Cape**

It is hereby agreed that the Agent or Contractor shall be responsible for ensuring that the provisions of OHSA and Regulations 85 of 1993 promulgated hereunder are fully complied with:

**ACTS or OMISSIONS BY EMPLOYEES or MANDATARIES –**

- (1) Whenever an employee does or omits to do any act which it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, unless it is proved that

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(a) in doing or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user;

(b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged and

(c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,

**The employer or any such user himself shall be presumed to have done or omitted to do act and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in, itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.**

**(2) The provisions of subsection (1) shall *mutatis mutandis* apply in the case of a mandatory of an employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.**

**SIGNED AT: \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_**

\_\_\_\_\_  
**NAME OF SIGNATORY  
(CONTRACTOR)**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**NAME OF SIGNATORY  
(CLIENT DFFE)**

\_\_\_\_\_  
**SIGNATURE**

## **C2. PRICING DATA**

### **Bills of Quantities with the Final Summary**



## **C3. SPECIFICATIONS PART B**

### **Occupational Health & Safety Specification (Appendix A)**



## **C3. SPECIFICATIONS PART B**

### **EPWP Corporate Branding Guidelines (Appendix B)**



## C4. SITE INFORMATION (APPENDIX C)

### Tender Drawings

