



REQUEST FOR PROPOSAL

IN ACCORDANCE WITH PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND PREFERENTIAL PROCUREMENT REGULATIONS 2017, THIS BID IS SUBJECT TO A PRE-QUALIFICATION CRITERIA AS OUTLINED BELOW.

ONLY COMPANIES FALLING IN THE FOLLOWING CATEGORY MAY RESPOND TO THIS RFB:

- WHICH ARE 51% BLACK YOUTH OWNED OR OWNED BY PEOPLE WITH DISABILITY

RFB NUMBER:	RFB037/2022
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER TO REHABILITATE AND RE-SEAL A PORTION OF A SURFACED ROAD AT THE MAIN ENTRANCE OF LONE CREEK FALLS.
PUBLICATION DATE:	14 DECEMBER 2022
VALIDITY PERIOD:	90 DAYS FROM THE CLOSING DATE
CLOSING DATE:	16 FEBRUARY 2023
CLOSING TIME:	12H00
BRIEFING SESSION	COMPULSORY ONSITE BRIEFING SESSION WILL BE HELD: VENUE: LONE CREEK FALLS DATE: 27 JANUARY 2023 TIME: 11H00
BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:	SAFCOL HEAD OFFICE MERCEDES BENZ BUILDING, 4 TH FLOOR 209 ARAMIST AVENUE MENLYN MAINE PRETORIA, 0181
PRICE OF BID DOCUMENT	NO CHARGE
SCM INQUIRIES: For all bidding related enquiries	E-mail: tenders@safcol.co.za
NAME OF BIDDER:	
TOTAL BID AMOUNT (Including VAT): R	

Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it shall not be accepted for consideration.

The SAFCOL’s Bid Box is generally accessible 8 hours a day from 08h00 to 16h30; 5 days a week (Monday to Friday). Bidders must ensure that they **deposit their bids in the tender box situated next to the reception.**

(Bidders must advise their couriers of the instruction above to avoid misplacement of bid responses)

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – **(NOT TO BE RE-TYPED)**

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF THE BID, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

BIDDING STRUCTURE

Indicate the type of Bidding structure by marking with an ‘X’:	
Individual bidder	
Joint venture	
Consortium	
Using Subcontractors	
Other	

If individual bidder, indicate the following:	
Name of bidder	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If Joint Venture, indicate the following: (To be completed for each JV)	
Name of prime contractor	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If Consortium, indicate the following: (To be completed for each Consortium member)	
Name of Joint Venture/ Consortium member	
Registration number	
VAT registration number	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

If using subcontractors, indicate the following: (To be completed for each subcontractor)	
Name of prime contractor	
Registration number	
VAT registration number	

If using subcontractors, indicate the following: (To be completed for each subcontractor)	
PAYE number	
COIDA number	
UIF number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

TENDER DOCUMENTATION

This document contains annexures from pages 96 without tender Preliminaries/Builders works/Drawings.

The **TENDER** consists of three parts, namely:

- **Part T1: Tendering Procedures** to be complied with by every tenderer submitting a tender offer; and
- **Part T2: Returnable Documents**, including the returnable schedules, certificates, and forms to be completed by each tenderer, some of which will eventually be incorporated into the contract between the successful tenderer and the Employer.

The **CONTRACT** consists of six parts, namely:

- **Part C1: Agreements and Contract Data;**
- **Part C2: Pricing Data;**
- **Part C3: Scope of Works**

The additional conditions of tender are Clause number Tender Data

Part T1 : Tendering Procedures

- T1.1 : Tender notice and invitation to tender
- T1.2 : Tender data
- T1.3 : CIDB Standard conditions of tender

Part T2: Returnable documents

- T2.1 : List of returnable documents
- T2.2 : Returnable schedules/ Documents
- T2.2C: Certificate of Authority for Joint Venture

Standard Bid Documents (SBDs)

Part C1: Agreements and contract data

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

Part C2 : Pricing data

- C2.1 : Pricing instructions
- C2.2 : Bills of Quantities

Section 1 – Preliminaries/Builders works/Drawings

Part C3 : Scope of work

Part T1: Tendering procedures

T1.1 : Tender Notice and Invitation to Tender

T1.2 : Tender Data

T1.3 : CIDB Standard Conditions of Tender
Functionality Evaluation Criteria
Standard Bid Documents (SBDs)

T1.1 : Tender notice and invitation to tender

BID NUMBER: RFB037/2022

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO REHABILITATE AND RE-SEAL A PORTION OF A SURFACED ROAD AT THE MAIN ENTRANCE OF LONE CREEK FALLS.

Tenderers are required to have a CIDB grading: 3CE or higher, and must be registered on the Central Supplier Database (CSD). Bids will be evaluated on 80/20 preference points system.

NAME OF INSTITUTION: SOUTH AFRICAN FORESTRY COMPANY LIMITED

PLACE WHERE GOODS, WORKS OR SERVICES ARE REQUIRED:

The site of the works is situated within the tourist attraction town called Sabie, on the Old Lydenburg Road, 6.2km from the R532 intersection.

The central coordinates are as follows:

- Latitude: 25° 07'04.45"S
- Longitude: 30°43'29.79"E

DATE PUBLISHED: 14 DECEMBER 2021

CLOSING DATE & TIME: 16 FEBRUARY 2022 at 12H00

BRIEFING SESSION

COMPULSORY ON SITE BRIEFING SESSION

A joint venture will be allowed based on the condition that both meet the terms of the **Certificate of Authority for Joint Ventures** in the tender document and both parties to the joint venture are black youth owned.



South African Forestry Company

RFB037/2022- APPOINTMENT OF A SERVICE PROVIDER TO REHABILITATE AND RE-SEAL A PORTION OF A SURFACED ROAD AT THE MAIN ENTRANCE OF LONE CREEK FALLS.

T1.2Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009. (See www.cidb.org.za).

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

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

Clause number	Tender Data
F.1.1	The employer is SAFCOL

F.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>T2.2C- Certificate of Joint Venture authority</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing instructions</p> <p>C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p>
F.1.4	<p>The employer's agent is :</p> <p>Name: Lentsoe Potsane</p>
F.1.6	<p>The competitive negotiation procedure shall be applied.</p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 3CE for Civil Works, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the CIDB grading:2CE or higher; 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a grading:2CE or higher or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. i) 4. Both parties are black youth owned or are people with disabilities (A JV must be 100% PWD owned)
F.2.7	<p>There is compulsory onsite clarification meeting.</p>

F.2.7	The arrangements for a clarification meeting are as stated in the Tender Notice and Invitation to Tender.
F.2.12	Main tender offers are not required to be submitted together with alternative tenders.
F.2.12	No alternative tender offers will be considered
F.2.12	<p>If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p>
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as original.
F.2.13.5 F.2.15.1	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: SAFCOL HEAD OFFICE MERCEDES BENZ BUILDING, 4th FLOOR 209 ARAMIST AVENUE MENLYN MAINE PRETORIA, 0181</p> <p>Identification details: Tender reference number, Title of Tender and the closing date and time of the tender</p>
F.2.13.6 F.3.5	A two-envelope procedure is not required.
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 90 calendar days.

F.2.18	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.
F.2.22	Return all retained tender documents within 21 days after the expiry of the validity period
F.2.23	The tenderer is required to submit with his tender: 1) A copy of a valid Tax Clearance Certificate issued by the South African Revenue Services together with a SARS tax pin or CSD report
F.3.4	Tenders will be opened immediately after the closing time for tenders at 12h00 hrs on 16 FEBRUARY 2023 at SAFCOL HEAD OFFICE MERCEDES BENZ BUILDING, 4 th FLOOR 209 ARAMIST AVENUE MENLYN MAINE PRETORIA, 0181
F.3.13	Tender offers will only be accepted if: a) the tenderer is tax compliant with the South Africa Revenue Services b) Tenderer is an 51% black youth owned or wholly owned by People with Disabilities . The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) the tenderer is registered and active on the National Treasury's Central Supplier database (CSD). d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender 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; e) the tenderer 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; f) the tenderer has completed the Compulsory Enterprise Questionnaire 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 and persons in the employ of the state are permitted to submit tenders or participate in the contract; g) the tenderer is registered and in good standing with the compensation fund (COIDA); h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one.

	<p>The additional conditions of tender are:</p> <p>The proposals presented are to be comprehensive and should describe the methodology to be followed in doing the breakdown of the complete specification with associated costs.</p>
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Part T1.3: CIDB Standard Conditions of Tender

Standard Conditions of Tender

As published in Annexure F of the cidb Standard for Uniformity for construction

Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

F.1 General

F.1.1 Actions

F.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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.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.

F.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.

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.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.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.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 organisation 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 organisation which 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;

e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;

f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.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.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state 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 services, works or goods requested; or

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

(c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.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.

F.1.6.2 Competitive negotiation procedure

F.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 F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.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.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh 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.

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

F.2 Tenderer's obligations

F.2.1 Eligibility

F.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.

F.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.

F.2.2 Cost of tendering

F2.2.1 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.

F2.2.2 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.

F.2.3 Check documents

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

F.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.

F.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.

F.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.

F.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.

F.2.8 Seek clarification

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

F.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.

F.2.10 Pricing the tender offer

F.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 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.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.

F.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.

F.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.

F.2.12 Alternative tender offers

F.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.

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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

1 F.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, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.**

F.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.

F.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.

F.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.

F.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.

F.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.

F.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.

F.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.

F.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.

F.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.

F.2.15 Closing time

F.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.

F.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.

F.2.16 Tender offer validity

F.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.

F.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.

F.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.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.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 F.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.*

F.2.18 Provide other material

F.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.

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

F.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.

F.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.

F.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.

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.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.

F.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 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 drew documents.

F.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.

F.3.4 Opening of tender submissions

F.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.

F.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 BBEE status level and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

F.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.

F.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 BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.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.

F.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.

F.3.8 Test for responsiveness

F.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.

F.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.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.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.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.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.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.



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T.2.1 List of returnable documents

Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- All SBD documents and General conditions of contract.
- Reference letters/completion certificates
- CSD report and sworn affidavit indicating that the company owner is a youth.
- In case of PWDs, a medical certificate confirming that the director is a PWD.
- Letter of Good Standing (Coida)
- Qualifications of the site manager
- CVs of the project team
- Proof of ownership of equipment, affidavit or lease agreement
- Certificate of Authority for Joint Venture (Where applicable)
- Signed form of offer and acceptance
- Fully completed Bill of Quantity

4 Other documents that will be incorporated into the contract

C1.1 Offer portion of Form of Offer and Acceptance

1 Definitions

The following definitions shall apply to this schedule:

Black: is a generic term which means who are Africans, Coloureds and Indians

Disability: in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

Disabled person: a person with a disability.

Equity ownership: The percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of the company's shares that are owned by individuals, who are actively involved in the management of an enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

Note: All claims for equity ownership will be considered according to the following criteria:

- equity within private companies will be based on the percentage of equity ownership;
- preference points will not be awarded to public companies and tertiary institutions;
- equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust (i.e. the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person); ; and.
- a joint venture may, based on the percentage of the contract value managed or executed by their HDI be entitled to equity ownership.

Historically disadvantaged individual (HDI): A South African citizen

- a) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA, 1993 (Act 200 of 1993) (the interim Constitution), or
- b) who is a female; or
- c) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;

Joint venture (consortium): an association of persons for the purposes of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

Management: means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

Priority population group (PPG): a member/ individual of a targeted group who is a South African citizen and who falls into a population group that had no franchise in national elections prior to the introduction of the 1984 constitution and tricameral parliamentary system.

Youth: all persons who between the ages of 18 and 35 at the time that tenders close.

2 Conditions associated with the granting of preferences

The tenderer who claims a preference, undertakes to:

- 1) maintain an equity ownership of not less than that upon which the preference is based for the duration of the Contract, or in the case of a joint venture, ensure that the percentage of the contract value managed or executed by those persons is not less than that upon which the preference is based;
- 2) accept the sanctions set out in Section 3 below should conditions 1 or 2 be breached; and
- 3) complete sections 4 to 6 below as relevant.

Failure to fill in and/or sign this form shall be interpreted to mean that preference points are not claimed.

3 Sanctions relating to breaches of preferencing conditions

The sanctions for breaching the preferencing conditions are:

- 1) termination of the Contract; or
- 2) a financial penalty payable to the Employer equal to 1,5 times the number of tender evaluation points awarded in respect of the preference claimed, multiplied by the Contract Price exclusive of VAT, divided by 100.

4 Tender preference claim in respect of BBBEE

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

EVALUATION CRITERIA

Tenderers will be evaluated on the following minimum requirement:

- Positive Tax compliant status
- CIDB grading, must be 3CE or higher
- Compliance to specification
- Black youth owned or People with disabilities

Category of preference	Percentage of maximum tender evaluation points provided for in the Preferential Procurement Policy Framework Act (Act 5 of 2000)	Preference claimed for Category of Preference (Y=yes)
HDI (PPG i.e. African) equity ownership		
HDI (Coloured and / or Indian) equity ownership		
HDI (women) equity ownership		
HDI (disabled person) equity ownership		
HDI youth equity ownership		

Joint ventures					
	HDI				Youth
	No franchise in national elections (black persons)		Women	Disabled person	
	PPG (African)	Coloured, Indian			
The percentage of the contract value managed or executed by their HDI members					
For office use only:					
Number of preference points awarded by employer	Total:				

5 Tender preferences claimed

I / we apply on behalf of my / our firm for the following preference(s) and by claiming a preference confirm that all claims for equity ownership are in respect of individuals who are actively involved in the management of the enterprise or business:

6 Declaration with respect to preferences claimed in respect of HDI and youth equity ownership

6.1 List all shareholders by name, identity number, citizenship, status, ownership, as relevant

Name	ID Number	Date obtained South African citizenship	HDI status		Women Yes/No	Disabled person Yes/No	Youth Yes/No	Percentage equity ownership, or in the case of a joint venture, the percentage of the contract to be managed or executed by targeted persons (%)
			No franchise in national elections (black persons)					
			PPG (African)	Coloured , Indian				

6.1.2 How long has the entity been in existence ?

6.1.3 Describe principal business activities:

.....
.....
.....
.....

6.2 Declaration in respect of claim for preference in respect of disabled person

Complete the following with respect to claims for equity ownership relating to disabled persons:

Name	Describe what the permanent impairment is.	Outline how the permanent impairment impacts on ability to perform an activity in the manner or within the ranges considered normal for a human being?

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature :
.....

Name :
.....

Duly authorised to sign on behalf of :
.....

Telephone :

Fax :

Date :



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Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

**T2.2C: Certificate of Authority
for Joint Ventures**

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms , authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner CIDB registration no		Signature. Name Designation
CIDB registration no		Signature. Name Designation
CIDB registration no		Signature. Name Designation

T2.2B: Compulsory Enterprise Questionnaire



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Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:
 ...

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number
 .

Close corporation number
 .

Tax reference number
 .

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal en
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Part C1: : Agreements and contract data

C1.1 : Form of offer and acceptance

C1.2 : Contract data

C1.1 Form of Offer and Acceptance



South African Forestry Company
South African Forestry Company

RFB008/2020- Upgrading of a 5 bed Chalet –
PROVIDER TO REHABILITATE AND RE-SEAL A
Lakenyiel (Bellast)
PORTION OF A SURFACED ROAD AT THE MAIN
ENTRANCE OF LONE CREEK FALLS.

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement **APPOINTMENT OF A SERVICE PROVIDER TO REHABILITATE AND RE-SEAL A PORTION OF A SURFACED ROAD AT THE MAIN ENTRANCE OF LONE CREEK FALLS.**

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

The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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 VAT IS:

(in words)
.....Rand;

R.....(in figures)

THE OFFERED COST PARAMETERS TO PROVIDE THE WORKS, EXCLUSIVE OF VALUE ADDED TAX, ARE AS SET IN THE CONTRACT DATA.

THE OFFERED STAFF RATES TO PERFORM THE SERVICES, EXCLUSIVE OF VALUE ADDED TAX ARE AS SET OUT IN THE PRICING SCHEDULE.

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

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 including the Schedule of Deviations (if any) to the tenderer before the end of the agreed period of validity, or other period as agreed, whereupon the tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the tenderer:

Name & signature of witness

(Insert name and address of organisation)

Date

Acceptance

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Works Information
- Part C4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now **Contractor**) within five working days of the date of such receipt notifies the 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.

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now **Contractor**) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

Date

for the
Employer

South African Forestry Company

Name &
signature of
witness

Date

C.1.2 Contract Data

SOUTH AFRICAN FORESTRY COMPANY

APPOINTMENT OF A SERVICE PROVIDER TO REHABILITATE AND RE-SEAL A PORTION OF A SURFACED ROAD AT THE MAIN ENTRANCE OF LONE CREEK FALLS.

C.1.2 Contract Data

The Conditions of Contract are the JBCC Series 2000 Principal Building Agreement (Edition 5.0), published by the Joint Building Contracts Committee. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205-9000) the South African Association of Consulting Engineers (011-4632022) or the South African Institute of Architects (011-4860684).

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

The Conditions of Contract are the JBCC Series 2000 Principal Building Agreement (Edition 5.0), published by the Joint Building Contracts Committee. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205-9000) the South African Association of Consulting Engineers (011-4632022) or the South African Institute of Architects (011-4860684).

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

Part 1: Data provided by the Employer

Clause Data

1.1

1.2 The Employer is.

Name: SOUTH AFRICAN FORESTRY COMPANY

The address of the Employer is:

SAFCOL HEAD OFFICE
MERCEDES BENZ BUILDING, 4th FLOOR
209 ARAMIST AVENUE
MENLYN MAINE
PRETORIA, 0181

VAT registration number:

1.1

5.1 The Principal Agent is:

Name:

Address (postal)

Telephone:

e-mail:

Facsimile:

1.1

5.2 The Agent (1) is:

Name:

Address (postal)

Telephone:

e-mail:

Facsimile:

1.1

5.2 The Agent (2) is:

Name:

Address (postal)

Telephone:

e-mail:

Facsimile:

1.1

5.2 The Agent (3) is:

Name:

Address (postal)

Telephone:

e-mail:

Facsimile:

1.1

5.2 The Agent (4) is:

Name:

Address (postal)

Telephone:

e-mail:

Facsimile:

1.1

5.2 The Agent (5) is:

Name:

Address (postal)

Telephone:

e-mail:

Facsimile:

1.1 The works comprise (Demolition, wet works, concrete works)

1.1 The site is: The site of the works is situated within the tourist attraction town called Sabie. The on the Old Lydenburg Road, 6.2km from the R532 intersection.

1.1 The bills of quantities have been drawn up in accordance with the measurement system stated in Part 2: Pricing Data

1.1 The contract documents are listed in Form of Offer and Acceptance

1.1 The contract drawings upon which the accepted tender is based are listed in Part 3: Scope of Work

1.1 The contract sum is the offered total of prices inclusive of VAT as stated in the Form of Offer and Acceptance

1.7 The governing law is the law of South Africa

31.16.2 Waiver of the contractor's lien or right on continuing possession is required.

3.6 The original signed set of contract documents is to be held by the employer.

3.7 copies of drawings, unpriced bills of quantities and contract documents are to be supplied to the contractor free of charge

3.9 The priced document may be used as a specification of materials and goods and work methods.

3.10 The schedule of rates is in Part 2: Pricing Data

5.5 The interest of the principal agent or other agents in the project as follows:

10.1.1

12.6 Contract works insurance is to be effected by the for the sum of not less than the contract sum with a deductible in an amount

10.1.2

11.1-3

12.6 Supplementary insurance is to be effected by the for the sum of R with a deductible in an amount R

10.1.3

12.6 Public liability insurance is to be effected by the for the sum of R___with a deductible in an amount R_____

11.1.2-3

12.1 Special insurance is to be effected by the for:

Type of special insurance For the sum of With a deductible of
Temporary lateral support

Geotechnics

15.1 .1 The contractor is to submit the priced documents to the principal agent

15.1.2 The contractor is to submit the following documents to the principal agent :
1)

15.2.1 Possession of the site is to be given after issuance and acceptance of appointment letter.

15.3 The period for the commencement of the works after the contractor takes possession of the site is 10 working days

15.4

28.0 Completion of the works in sections is required.

16.1 The following restrictions apply to the site:

16.4 The geotechnic investigations of the site that have been undertaken are described in Part 4: Site Information.

16.6 The specific requirements for the occupation of existing premises are

16.7 The provision of temporary services is required.

16.7 The provision of the following temporary services are required on the basis as indicated in the nominated option:

Service Option

Water

Electricity

Telecom

Ablutions

Note: Option A = Contractor at his cost; Option B = Employer free of charge; Option C = Employer metered (contractor cost)

16.8 The employer's specific requirements for trees and shrubs are

22.2 The type of work and extent of work to be undertaken by direct contractors is

24.3.1

30.1-3 For the works as a whole:

The date for practical completion is

The penalty per calendar day is R

24.3.1

28.1 The date for practical completion and the penalty per calendar day is as follows:

Section	Description	Date	Penalty amount
---------	-------------	------	----------------

1

2

3

4

5

6

7

Whole of the works

24.9 On achievement of practical completion, the contractor is to hand over manuals etc related to the works as listed below:

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)

31.3 The interim payment certificate is to be issued by the day of the month

31.5.3

32.13) The contract value shall be adjusted according to CPAP. The base month for the application of CPAP is the month prior to the closing of the tender and the following alternative indices are applicable:

40.3.4 The dissatisfied party is to refer the dispute to

40.4.2 The arbitration rules as set out in the Rules

The variations to the General Conditions of Contract are:

Replace the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording:

AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.

CONTRACT SUM means the total of prices in the Form of Offer and Acceptance.

Delete “in terms of the JBCC Payment Certificate” in the definition for Payment Certificate

Delete clause 1.6.4

Replace clause 3.2 with the following:

3.2 The contractor shall provide:

3.2.1 A construction guarantee where so required in the contract data.

3.2.2 An advance payment guarantee where so required in the contract data. The guarantee shall be according to the JBCC Advance Payment Guarantee form in the amount as stated in the Contract Data.

Replace 14.1 with the following:

14.1 The Contractor shall provide the type of construction guarantee stated in the contract data.

Replace the word “priced document” in 19.1 and 19.2 with “agreement”

Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:

The contractor and principal agent shall appoint a selected subcontractor in accordance with the provisions of the Scope of Work.

Replace 40.2 with the following:

40.2 Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be referred by the party which gave such notice to adjudication, where the adjudication will be conducted in terms of the edition of the JBCC Rules for Adjudication current at the time when the disputes was declared.

Replace “an arbitrator” at the end of 40.3.3 with “either arbitration where the arbitrator is to be appointed by the body whose rules shall apply or court proceedings as stated in the contract data.

Replace “arbitration” at the end of 40.3.4 with “court of law”

ATTACHMENTS:

**BILL OF QUANTITIES
PROJECT SUMMARY SHEET
SPECIFICATIONS AND DRAWINGS**

Checklist of documents to be submitted:

Please tick in the relevant block below

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Submit an Original bid document and a copy
<input type="checkbox"/>	<input type="checkbox"/>	SBD 1: Invitation to Tender (with a signature of an authorized representative of the Tenderer)
<input type="checkbox"/>	<input type="checkbox"/>	Specifications, Conditions of tender and Undertakings by Tenderer (with a signature of an authorized representative of the Tenderer)
<input type="checkbox"/>	<input type="checkbox"/>	SBD 3.1 Pricing Schedule
<input type="checkbox"/>	<input type="checkbox"/>	SBD 4- Bidder's disclosure
<input type="checkbox"/>	<input type="checkbox"/>	SBD 6.1 Preference Point Claim Form in terms of the preferential procurement regulations 2017
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies of your CIPC company registration documents listing all members with percentages, in case of a close corporation
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies of latest share certificates, in case of a company.
<input type="checkbox"/>	<input type="checkbox"/>	A breakdown of how fees and work will be spread between members of the Tendering consortium.
<input type="checkbox"/>	<input type="checkbox"/>	Supporting documents to responses to Mandatory Criteria
<input type="checkbox"/>	<input type="checkbox"/>	General Conditions of Contract (GCC)
<input type="checkbox"/>	<input type="checkbox"/>	Supporting documents – Central Supplier Database Registration Summary Report

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SAFCOL				
BID NUMBER:	RFB037/2022	CLOSING DATE:	16 FEBRUARY 2023	CLOSING TIME: 12:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO REHABILITATE AND RE-SEAL A PORTION OF A SURFACED ROAD AT THE MAIN ENTRANCE OF LONE CREEK FALLS.			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

SAFCOL HEAD OFFICE				
MERCEDES BENZ BUILDING, 4TH FLOOR				
209 ARAMIST AVENUE				
MENLYN MAINE				
PRETORIA, 0181				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	SAFCOL	CONTACT PERSON	N/A
CONTACT PERSON	N/A	TELEPHONE NUMBER	N/A
TELEPHONE NUMBER	N/A	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	N/A
E-MAIL ADDRESS	tenders@safcol.co.za		

SBD1

PART B

TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
 - 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
 - 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
 - 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

GENERAL INFORMATION

2 NON-EXPECTATION:

Notwithstanding anything stated in the Request for Proposals (“RFP”), in the advertisements published in respect of the RFP, any answers or clarification provided by the SAFCOL as part of the SCM process or otherwise:

- 2.1 The procurement of accommodation, goods or services will be at the SAFCOL’s sole and absolute discretion and the SAFCOL reserves the right, including without limitation: not to accept any proposal/bid and to cancel the RFP and this TOR, without awarding any contract; unilaterally to amend/supplement/split the specifications on the basis of which the RFP and this TOR is made, including but without limiting, the right to withdraw any part of the service requirement;
 - 2.1.1 to ask clarification of their proposals/bids from any one or more of the bidders;
 - 2.1.2 to conduct one or more inspections *in loco* at the venues and facilities offered; and
 - 2.1.3 to link any conditions, it deems appropriate to its acceptance of any bid.
- 2.2 the RFP, its advertisement or this TOR does not constitute an offer. The aforementioned documents intend only to provide enough information for the preparation and submission of comparable proposals by the bidders.
- 2.3 the lowest or any proposal/bid may not necessarily be accepted.
- 2.4 nothing in the RFP, this TOR or in the advertisements published in respect of the RFP or in the actions of the SAFCOL, the Head/Acting Head of the SAFCOL, the SAFCOL’s agents, members, officials or employees must be construed as creating any expectation, legitimate or otherwise, regarding matters dealt with in the RFP, the advert for the RFP or this TOR or any other matters

3 CONDITIONS AND UNDERTAKINGS BY BIDDER BID

- 3.1 **The Bid forms should not be retyped or redrafted but photocopies may be prepared and used.** However, only documents with the original signature in black ink shall be accepted. Additional offers against any item should be made on a photocopy of the page in question.
 - 3.1.1 Black ink should be used when completing Bid documents.
 - 3.1.2 Bidders should check the numbers of the pages to satisfy themselves that none is missing or duplicated. SAFCOL will accept NO liability in regard to anything arising from the fact that pages are missing or duplicated.
- 3.2 I/We hereby Bid to supply all or any of the supplies and/or to procure all or any of the services described in the attached documents to SAFCOL on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices inserted therein.
- 3.3 I/We agree that -
- 3.4 the offer herein shall remain binding upon me/us and open for acceptance by SAFCOL during the validity period indicated and calculated from the closing hour and date of the Bid;
- 3.5 the laws of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executandi in the Republic as indicated below; and

3.6 NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.

- 3.7 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 3.8 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this Bid as the Principal(s) liable for the due fulfilment of this contract.

Signature(s) of Bidder or assignee(s)	Date
Name of signing person (in block letters)	
Capacity	
Are you duly authorized to sign this bid?	
Name of Bidder [company name] (in block letters)	
Postal address (in block letters) Domicilium citandi et executandi in the RSA (full street address of this place) (in block letters)	
Telephone Number	FAX Number:
Cell Number	E-mail Address:

Confidentiality

- 3.9 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFP. This confidentiality clause extends to bidder, partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFP.
- 3.10 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships,

demonstrations, processes, machinery, know how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

- 3.11 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of SAFCOL (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 3.12 The receiving party shall take all such steps as may be reasonably necessary to prevent SAFCOL's confidential information coming into the possession of unauthorized third parties. In protecting the receiving party's confidential information, SAFCOL shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 3.13 Any documentation, software or records relating to confidential information of SAFCOL, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process shall:
 - 3.13.1 be deemed to form part of the confidential information of SAFCOL;
 - 3.13.2 be deemed to be the property of SAFCOL;
 - 3.13.3 not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
 - 3.13.4 be surrendered to SAFCOL on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

4 News and press releases

- 4.1 Bidders or their agents shall not make any news releases concerning this RFP or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with, SAFCOL and its Client.

5 Precedence of documents

- 5.1 This RFP consists of a number of sections. Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFP and the stipulations in any other document attached hereto, or the RFP submitted hereto, the relevant stipulations in this RFP shall take precedence.
- 5.2 Where this RFP is silent on any matter, the relevant stipulations addressing such matter and which appear in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that SAFCOL may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by SAFCOL.
- 5.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFP. It, however, remains the exclusive domain and election of SAFCOL

as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of SAFCOL in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

6 Preferential procurement reform

- 6.1 SAFCOL supports B-BBEE as an essential ingredient of its business. In accordance with government policy, SAFCOL insists that the private sector demonstrates its commitment and track record to B-BBEE in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.
- 6.2 SAFCOL shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal read together with the Preferential Regulations, 2017.

7 National Industrial Participation Programme

- 7.1 The National Industrial Participation policy, which was endorsed by Cabinet on 30 April 1997, is applicable to contracts that have an imported content. The NIP is obligatory and therefore must be complied with. Bidders are required to sign and submit the Standard Bidding Document (SBD5 is not applicable for this bid.).

8 Language

- 8.1 Bids shall be submitted in English.

9 Gender

- 9.1 Any word implying any gender shall be interpreted to imply all other genders.

10 Headings

- 10.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

11 Security clearances

- 11.1 Employees and subcontractors of the successful bidder may be required to be in possession of valid security clearances to the level determined by the SSA and/or SAFCOL commensurate with the nature of the project activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidders. The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.
- 11.2 Employees and subcontractors of the successful bidder will be required to sign a non-disclosure agreement.

12 Occupational Injuries and Diseases Act 13 of 1993

The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the adjudication of this bid and/ or subsequent agreement. SAFCOL reserves the right to request the

Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to SAFCOL.

13 Formal contract

13.1 This RFP, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalized between SAFCOL and/or its clients and the enterprise(s) to whom SAFCOL awards the bid in whole or in part.

13.2 Any offer and/or acceptance entered verbally between SAFCOL and any vendor, such offer shall not constitute a contract and thus not binding on the parties.

14 Protection of Personal Information

In responding to this bid, SAFCOL acknowledges that it may obtain and have access to personal data of the respondents. SAFCOL agrees that it shall only process the information disclosed by bidders in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

Furthermore, SAFCOL will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, SAFCOL requires Respondents to process any personal information disclosed by SAFCOL in the bidding process in the same manner.

15 Reasons for disqualification

15.1 SAFCOL reserves the right to disqualify any bidder, which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

- 15.1.1 bidders whose tax matters have not been declared by the South African Tax Revenue services to be in order, or that satisfactory arrangements have been made with the South African Tax Revenue Services to meet the bidder's tax obligations;
- 15.1.2 bidders who submitted incomplete information and documentation essential for the adjudication of the requirements of this RFP;
- 15.1.3 bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, Work references, experience, etc.;
- 15.1.4 bidders who received information not available to other vendors through fraudulent means; and/or
- 15.1.5 bidders who do not comply with mandatory requirements as stipulated in this RFP.
- 15.1.6 bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or;
- 15.1.7 bidders who are listed on the National Treasury's database of restricted suppliers and defaulters

16 National Treasury's Central Supplier Database (CSD)

16.1 Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. SAFCOL is required to ensure that price proposals are invited and accepted from prospective Tenderers listed on the CSD. Tender may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign

suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to SAFCOL in order to enable it to verify information on the CSD:

Supplier Number: _____ unique registration reference number: _____.

17 Bid preparation

- 17.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the goods offered etc. shall be neatly bound as part of the schedule concerned.
- 17.2 All responses regarding questions posed in the annex attached herewith shall be answered in accordance with the prescribed RFP response format.
- 17.3 There shall be no public opening of the Bids received. Unless specifically provided for in the proposal document, Bids submitted by means of telegram, telex, facsimile or similar means shall not be considered.
- 17.4 No Bids from any bidder with offices within the Republic of South Africa (RSA) shall be accepted if sent via the Internet or e-mail.
- 17.5 Bids from international bidders with no office or representation in the RSA shall not be accepted.

18 Oral presentations and briefing sessions

- 18.1 Bidders who submit Bids in response to this RFP may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to SAFCOL. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. SAFCOL shall schedule the time and location of these presentations. Oral presentations are an option of SAFCOL and may or may not be conducted.
- 18.2 Any bidder who has reasons to believe that the tender specification is based on a specific brand must inform SAFCOL not later than ten (10) days after the publication of the Bid.

The closing date for questions/ enquiries on this RFB037/2022 is 03 February 2023 at 12H00.

GENERAL CONDITIONS OF BID AND CONDITIONS OF CONTRACT

- 1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state either "Comply" or "Do not Comply" (with a ✓) regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.
- 2 A "✓" under "Comply" will be interpreted as full compliance/acceptance to the applicable paragraph. A "✓" under "Do Not Comply" will be interpreted that the Bidder/s has/have read and understood the paragraph, but the bidder **does not accept** the content of the applicable paragraph.
- 3 The following bid conditions will govern the contract between the SAFCOL and the successful bidder:

3.1

This Bid is subject to the General Conditions of Contract referred to in this document.	Comply	Do not Comply

3.2

The laws of the RSA shall govern this RFP and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	Comply	Do not Comply

3.3

SAFCOL shall not be liable for any costs incurred by the bidder in the preparation of response to this RFP. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	Comply	Do not Comply

3.4

SAFCOL SCM may request written clarification regarding any aspect of this proposal. The bidders must supply the requested information in writing within the specified time frames after the request has been made, otherwise the proposal shall be disqualified.	Comply	Do not Comply

3.5

In the case of Consortium, Joint Venture or Subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and rand value.	Comply	Do not Comply

3.6

SAFCOL reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	Comply	Do not Comply

3.7

Where applicable, bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.	Comply	Do not Comply

3.8

By submitting a proposal in response to this RFP, the bidders accept the evaluation criteria as it stands.	Comply	Do not Comply

3.9

Where applicable, SAFCOL reserves the right to conduct benchmarks on product/services offered during and after the evaluation.	Comply	Do not Comply

3.10

SAFCOL reserves the right to conduct a pre-award's survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFP and supporting documents.	Comply	Do not Comply

3.11

Where the Bid calls for commercially available solutions, bidders who offer to provide future based solutions will be disqualified.	Comply	Do not Comply

3.12

<p>The bidder should not qualify the proposal with own conditions.</p> <p>Caution: If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.</p>	Comply	Do not Comply

3.13

Should the bidder withdraw the proposal before the proposal validity period expires, SAFCOL reserves the right to recover any additional expense incurred by SAFCOL having to accept any less favourable proposal or the additional expenditure incurred by SAFCOL in the preparation of a new RFP and by the subsequent acceptance of any less favourable proposal.	Comply	Do not Comply

3.14

Delivery of and acceptance of correspondence between SAFCOL and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party’s postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	Comply	Do not Comply

3.15

Should the parties at any time before and/or after the award of the proposal and prior to, and/or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. SAFCOL shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations. Such cancellation shall mean that SAFCOL reserves the right to award the same proposal to next best bidders as it deems fit.	Comply	Do not Comply

3.16

In the case of a consortium or JV, each of the authorised enterprise’s members and/or partners of the different enterprises must co-sign this document.	Comply	Do not Comply

3.17

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by SAFCOL signatory and added to this RFP as an addendum.	Comply	Do not Comply

3.18

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party’s right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	Comply	Do not Comply

3.19

<p>Bidders who make use of subcontractors.</p> <p>The proposal shall however be awarded to the vendor as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between SAFCOL and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.</p>	Comply	Do not Comply

3.20

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	Comply	Do not Comply

3.21

No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.	Comply	Do not Comply

3.22

<p>Evaluation of Bids shall be performed by an evaluation panel established by SAFCOL</p> <p>Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFP. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 80/90, and the maximum number of preference points that may be claimed for B-BBEE (according to the PPPFA) is 20/10.</p>	Comply	Do not Comply

3.23

<p>If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.</p>	Comply	Do not Comply

3.24

<p>The bidders' response to this tender, or parts of the response, shall be included as a whole or by reference in the final contract.</p>	Comply	Do not Comply

3.25

<p>SAFCOL has discretion to extend the validity period should the evaluation of this bid not be completed within the stipulated validity period.</p>	Comply	Do not Comply

3.26

<p>Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.</p>	Comply	Do not Comply

3.27

<p>Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.</p>	Comply	Do not Comply

SBD 3.1: PRICING SCHEDULE

Name of bidder:
BID NUMBER: RFB037/2022
Closing Time 12:00

PLEASE NOTE:

OFFER TO BE VALID FOR 90 DAYS FROM 16 FEBRUARY 2023 (THE CLOSING DATE OF BID).

The bidder must provide the total price for the APPOINTMENT OF A SERVICE PROVIDER TO REHABILITATE AND RE-SEAL A PORTION OF A SURFACED ROAD AT THE MAIN ENTRANCE OF LONE CREEK FALLS.

This annexure should be completed and signed by the Bidder’s authorised personnel as indicated below: **If applicable each year**

1 Please indicate your total bid price here: R..... (Incl of VAT)
(compulsory)

2 **Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.**

3 **NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).**

4 Are the rates quoted firm for the full period of the contract?

YES	NO
-----	----

5 **Mandatory:** If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.

6.

No price adjustments that are 100% linked to exchange rate variations shall be allowed.	Comply	Not comply
Substantiate / Comments		

7.

The bidder must indicate clearly , which portion of the service price as well as the monthly costs is linked to the exchange rate.	Comply	Not comply
Substantiate / Comments		

8.

All additional costs must be clearly specified.	Comply	Not comply
Substantiate / Comments		

Price Declaration Form

Dear Sir/Madam

Having read through and examined the Tender Document, Tender no. **RFB037/2022**, the General Conditions, The Requirement and all other Annexes to the Tender Document, we to provide

_____, for the total tendered contract sum of:

R _____ (including VAT)

In Words: R _____ (including VAT).

We confirm that this price covers all services for the APPOINTMENT OF A SERVICE PROVIDER TO REHABILITATE AND RE-SEAL A PORTION OF A SURFACED ROAD AT THE MAIN ENTRANCE OF LONE CREEK FALLS, including but not limited to the supply of all required. We confirm that the SAFCOL will incur no additional costs whatsoever over and above this amount in connection with the services related to the provision of this services We undertake to hold this offer open for acceptance for a period of **90 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with delivery when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this Request for Proposals.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

SIGNED

DATE:

(Print name of signatory)

Designation

FOR AND ON BEHALF OF:

COMPANY NAME

Tel No

Fax No

Cell No

SBD 4: Declaration of Interest

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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

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

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to 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.

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

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

SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1 GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) **80/20** preference point system will be applicable to this tender Points for this bid shall be awarded for:
- c) Price; and
- d) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows: (The applicable preference point system will be affected)

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2 DEFINITIONS

- a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- g) **“prices”** includes all applicable taxes less all unconditional discounts;
- h) **“proof of B-BBEE status level of contributor”** means:
 - B-BBEE Status level certificate issued by an authorized body or person
 - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - Any other requirement prescribed in terms of the B-BBEE Act;
- i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7 SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.2 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	✓	✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

1 DECLARATION WITH REGARD TO COMPANY/FIRM

1.1 Name of company/firm:.....

1.2 VAT registration number:.....

1.3 Company registration number:.....

1.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

1.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

1.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

1.7 Total number of years the company/firm has been in business:.....

1.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the

shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS.....</p>	<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--	--

Government Procurement: General Conditions of Contract – July 2011

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government Bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The GCC will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

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6. Patent rights
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General conditions of contract

1 Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of Bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified

store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organisation purchasing the goods.
- 1.22 "Republic" means the RSA.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2 Application

- 3.1 These general conditions are applicable to all Bids, contracts and orders including Bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 3.2 Where applicable, SCC are also laid down to cover specific supplies, services or works.
- 3.3 Where such SCC are in conflict with these general conditions, the special conditions shall apply.

3 General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4 Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5 Use of contract documents and information; inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6 Patent rights

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

7 Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation

for any loss resulting from the supplier's failure to complete his obligations under the contract.

- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.3.2 a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8 Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the SAFCOL or an organisation acting on behalf of the SAFCOL.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9 Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or

deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10 Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11 Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12 Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13 Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4 performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14 Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials,

notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- 14.1.1 such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- 14.1.2 in the event of termination of production of the spare parts:
 - 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2 following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16 Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in rand unless otherwise stipulated in SCC.

17 Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser's Request for Proposal validity extension, as the case may be.

18 Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19 Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20 Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21 Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22 Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23 Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

23.1.1 if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

23.1.2 if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

23.6.1 the name and address of the supplier and / or person restricted by the purchaser;

23.6.2 the date of commencement of the restriction

23.6.3 the period of restriction; and

23.6.4 the reasons for the restriction.

23.7 These details will be loaded in the National Treasury's central database of suppliers or persons

prohibited from doing business with the public sector.

- 23.8 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24 Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25 Force majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26 Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27 Settlement of disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be

commenced unless such notice is given to the other party.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.5.2 the purchaser shall pay the supplier any monies due the supplier.

28 Limitation of liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 28.1.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29 Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30 Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31 Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32 Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the

award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the SARSs.

33 National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the DTI shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

35 The above General Conditions of Contract (GCC) are accepted by:

Name:	
Designation:	
Bidder:	
Signature:	
Date:	

TERMS OF REFERENCE

APPOINTMENT OF A SERVICE PROVIDER TO REHABILITATE AND RE-SEAL A PORTION OF A SURFACED ROAD AT THE MAIN ENTRANCE OF LONE CREEK FALLS. (ROAD MAINTENANCE)

1. BACKGROUND

SAFCOL is a state-owned forestry company listed as a Schedule 2 major public entity in terms of the Public Finance Management Act 1 of 1999. It was established in 1992 following the promulgation of the Management of State Forest Act 128 of 1992 to promote the development in the long term of the forestry industry according to accepted commercial management practices in South Africa.

SAFCOL has a vast roads infrastructure. Some of these roads are bitumen surfaced roads which are entrance roads to SAFCOL plantation offices, parking areas and entrances to SAFCOL's Tourist attraction facilities for example the Mac-Mac Pools. Most of these surfaced roads were constructed using a very economical method to save constructions costs. These roads need regular surface maintenance to ensure an efficient road network that can support and sustain SAFCOL's core business operations and to retain the company's asset. If these roads are not maintained; they will be damaged beyond repair and will have to be reconstructed at a much higher cost. Maintenance will increase the lifespan of these roads or sections by another 5 years.

2. SCOPE OF WORK

The Contractors will be required to do the following on the Lone Creek Access road.

1. Site Establishment.
2. Clearing and Grubbing (*Site Clearance*).
3. Rip and Stabilise Base.
4. Re-shape and compact failed Base Layer.
5. Prime
6. Surfacing (Asphalt)
7. Provide adequate drainage.
8. The Training of SAFCOL production workers in the execution of the work
9. De-Establishment.

2.1 Description of the Works

2.1.1 Employers objectives

This tender is a Rehabilitation of Lone Creek Access Road.

The following labour-intensive measures will be applicable:

- a) The training of SAFCOL production workers in the execution of the work.
- b) Only key personnel of the Contractor will be allowed in the execution of the project. The names and qualifications of these personnel are to be stated in a CV template.
- c) The Supervisory Staff shall have completed NQF 2, 5 and 7 training courses as required for relevant seniority of supervision.
- d) Contractor must list all specialist subcontractors to be employed.

2.1.2 Extent of Works

The work to be performed is within the jurisdiction of SAFCOL at Lone Creek Falls.

This tender is for the Rehabilitation of Lone Creek Access Road consisting of the following:

- Road Layer work construction. (Approx. 2130m² of road).
- Premix surfacing of road after reconstruction of layer work.
- Cleaning of Blocked existing pipes.
- Mill/ Reconstruct the failed Base layer.

2.1.3 Location of Works

The site of the works is situated within the tourist attraction town called Sabie. The on the Old Lydenburg Road, 6.2km from the R532 intersection.

The central coordinates are as follows;

- Latitude: 25° 07'04.45"S
- Longitude: 30°43'29.79"E

a. ENGINEERING

2.2.1 Responsibilities of the Contractor

Testing of materials for final use in road layer works

2.2.2 Employers Design

The extent of the Employer's requirements is indicated in the documentation

2.3 TARGETED PROCUREMENT

2.3.1 Targeted Procurement Procedures

The works shall be executed in accordance with the requirements specified in the Tender Document.

2.3.2 Subcontracting

No Subcontracting will be allowed as the project value is below the threshold for subcontracting.

2.4 CONSTRUCTION

2.4.1 Works Specifications

2.4.1.2 Particular (Project) Specifications

Specifications for alternative method of construction will be allowed for this Project. Approval for Alternative method of construction will first need to be approved by SAFCOL Representatives.

2.4.1.3 Certification by Recognized Bodies

Only SABS/ SANS approved materials will be used for this project.

2.4.1.4 Plant and Materials

Where required, requirements for proof of compliance with materials specifications, submission of samples of materials and finishes, are stated in the standard or project specifications. This will also apply to the subcontracts.

2.4.1.5 Employment of unskilled and semi-skilled workers

General

Only the contractor's skilled key personnel may be used on the project.

The contractor will be required to arrange his own documentation regarding a contract for employed labour and must include provisions for the Occupational Health and Safety Act (1993) and the Compensation for Occupational injuries and Diseases Act, and any amendments thereto.

In detail, the following must be issued by the Contractor:

- Employment Contract of Each Employee.
- Letter of Good Standing from the Compensation Commissioner.
- Safety File before commencement of Project.

2.4.1.6 Wages

No payment will be made if work scheduled for labour intensive methods are done by machines, without prior approval by SAFCOL.

The Contractor must pay employees and general workers not less than the minimum wage as per Government Legislation during the course of this contract.

2.4.1.7 Training of SAFCOL Production Employees

The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

The Contractor must indicate the following:

- Course Description
- Estimated Number. of Trainees - *A minimum of 10 Employees is required.*
- Estimated Duration (Days)

The generic training will inter alia comprise, but not be limited to the following subjects

1. Road safety for construction workers
2. Flagmen
3. Concrete handling, placing and finishing
4. Bituminous road surfacing

Training shall be at or by an approved accredited organization and shall be delivered by suitably qualified and experienced trainers. The tenderer shall provide with his tender full details of the structured training programme he intends to implement; which details shall include the following:

- (a) The name of the training institution and programme
- (b) The manner in which the training is to be delivered.
- (c) The numbers and details of the trainers

The Contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power.
- (b) All necessary stationery consumables and study material
- (c) Transport of the students (as necessary)
- (d) Providing coffee / tea and a meal at lunch every day of their training
- (e) Relevant PPE required for the project works
- (g) Additional supervision of learners during the practical learning stages of the works.

Wage for the learners during this stage of the training will be paid according to the work completed.

Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period. The contractor's training programme shall be subject to the

approval of SAFCOL, and the contractor shall if so instructed by the SAFCOL alter or amend the programme and course content if a need is identified once the contract commences.

The Contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to SAFCOL. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

The cost of the formal training of targeted labour, will be funded by the employer through the Contract. Proof of compliance with the requirements of the above shall be provided by the contractor to the Employer prior to submission of the final payment certificate.

The contractor shall, in so far as it is reasonably feasible taking due cognizance of the nature of the works to be executed at any given time, utilize trained workers on those aspects of the works for which they have been trained.

2.4.2 PROJECT SPECIFICATIONS (PART 1)

This Project specification consists of three parts:

Part 1 General description of project, available facilities, requirements, etc

Part 2 Variations and additions to the Standardized Specifications.

Part 3 Particular Specifications.

Status

In the event of any conflict between the Project Specifications and Standardized Specifications, the provisions of the Project Specifications shall take precedence.

PART 1: GENERAL

PS1. CONTRACTS DETAILS

General

- Establishment of Contractor's camps and the moving of plant onto the site.
- Clearing and grubbing of the construction footprint.
- Accommodation for the Contractor's Skilled Workers will be provided by SAFCOL at the Tweefontein Staff Village.
- Compile and submit for approval a detailed site safety plan and construction method statement.
- Compile and submit a quality management plans for approval by the Engineer.
- Structured and detailed interaction with various role players to ensure timeous completion of the works for each shift.
- Cleaning of the construction area after each work shift to the satisfaction of SAFCOL.

Specific to this tender

This tender is for the Rehabilitation of Access Road to Lone Creek Falls

- Rehabilitating approximately 2130m² of portion of Surfaced Lone Creek Access Road.
- Road Layer work construction. (Approx. 2130m² of road).
- Premix surfacing of new road.
- Surface repairs

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

SAFCOL further reserves the right to adjust the Scope of Works in relation to the available budget with the Preliminary & General Section to be adjusted for the possibility of unforeseen additional work.

Roads

- *Exposing and protection of existing services.*
- *Excavating of trenches, by hand for depths less than 1,5m.*
- *Backfilling and compacting of trenches.*
- *Disposal of surplus soil.*
- *Disposal of surplus soil.*

Approximate quantities of each type of work are given in the Schedule of Quantities/ BOQ.

PS2. CONSTRUCTION DOCUMENTATION REQUIRED

PS2.1 Construction Programme

The time limit for the submission of the programme is 7 days from Site Handover Date after commencement date. The Contractor to take cognizance of other activities (daily visitors/ Tourists) that maybe implemented on the same project, coordinate, and plan works accordingly.

The programme should demonstrate the activities (including their interrelationship to each other), which the Contractor intends to deploy in order to complete the work in the Contract.

In addition, the programme shall include:

- The starting date, date of possession of the Site and contractual date for completion of the Works.
- The date when the Contractor plans to complete the Works.
- The dates when the Contractor plans to complete work needed to allow SAFCOL and others use the site.
- Provision for float, time risk allowance, health and safety requirements and other procedures set out in the contracts.
- The start and finish dates when, in order to carry out the work in this contract.
- Method statements demonstrating the extent of resources of people, facilities and equipment the Contractor intends to apply to principal activities shown on the programme.

If the programme submitted by the Contractor has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the contract period.

SAFCOL shall ensure that Contractor adheres to the programme of works.

Failure on the part of the Contractor to submit or to work according to the programme or revised programme shall be sufficient reason for the SAFCOL to take steps and implement penalties as indicated in the Contract.

PS2.2 Safety File & Plan

Within fourteen days after award of the contract, the Contractor must submit a detailed Safety Plan in accordance with OHSA (Refers to Check List in this tender document). Prior to the commencement of any activities; the safety Plan must detail safety procedures and measures in which he proposes to carry out the Works. The Contractor must also make provision for all Sub-Contractors in his safety plan.

If accepted, the Contractor must execute the works in strict accordance with the plan.

PS2.3 Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however be the last resort and there should always first be an attempt to apply engineering and other solution to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the Employer and, if it is impossible for an Employee to use or wear prescribed equipment through health or any other reason, the Employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment provided by him/her but may charge for equipment under the following conditions:

- Where the Employee requests additional issue in excess of what is prescribed.
- Where the employee has patently abused or neglected the equipment leading to early failure.

All employees shall, as a minimum, be required to wear the following PPE on the project:

- Protective overalls.
- Protective footwear.
- Protective headwear.
- Eye/face protection.

High visibility clothing (this is road construction/maintenance)

PS2.4 Site Instructed Book; Site Diary and Visitors Book

The Contractor must supply an A4 Duplicate Site Diary book. All entries to be dated consecutively and signed by the Site Agent and SAFCOL Representative and these instructions shall form part of the contact documentation. Only SAFCOL's Representative will be allowed to remove pages from the site instruction book. While payment for this item is deemed to be included in the P&G items.

PS2.5 Rehabilitation Plan & Environmental Management Plan (EMP)

The Environmental Management Plan (EMP) for the site of the Works will be obtained from SAFCOL. The Contractor shall comply with all the requirements laid down in the EMP and the associated Record of Decision.

The Contractor shall acquaint his employees with the provisions, regulations, duties, obligations and prohibitions, and shall accept sole liability for due compliance with the duties, obligations and prohibitions and absolve the Employer from being obliged to comply with the aforesaid duties, obligations and prohibitions.

In case of failure on the part of the Contractor to comply with the requirements of the EMP the Employer shall be entitled to employ and pay other persons to carry out any remedial work to rectify any consequence resulting from the non-compliance by the Contractor and all cost consequent or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer.

If it is not practical to rectify any consequence resulting from the non-compliance of the Contractor with the EMP the Employer will be entitled to impose a penalty on the Contractor which penalty shall be in relation to the expense which the Contractor would have incurred to comply.

The Contractor shall indemnify the Employer against responsibility for damage to the environment on the site of the Works by signing the EMP before commencement of construction.

PS2.6 Registration of projects at Department of Labour

The Contractor must apply for a permit to do construction work at Department of Labour within 3 weeks (21 days). As proof of registration a photocopy of the original registration form with the original ink stamp of the local Department of Labour, as well as the protocol registration number must be submitted to SAFCOL.

PS3 SITE FACILITIES AVAILABLE

PS3.1 Camp Site

Toilet/ablution facilities and Staff Village will be pointed out to the Contractor at the site handover meeting.

The security of the compound and construction site will be responsibility of the Contractor. During construction the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free debris and obstructions.

PS 4.7 Rain Gauge

The Contractor will be required to erect a rain gauge at the site office. The Contractor will use this to record daily rainfall figures in the site diary book. The reading of the rain gauge shall be made at 08h00 of each

working day for the duration of the contract.

The records shall be submitted weekly to SAFCOL together with a statement recording the Contractor's opinion of the effect on his programme of any weather condition that he may consider to be abnormal.

PS5.7 Opening Up and Closing Down Borrow Pits

No borrow pits may be opened on site. The Contractor shall make use of material from a commercial source for additional material needed, on approval by SAFCOL's representative.

PS7 SAMPLES

Materials or work that does not conform to the approved samples will be rejected. SAFCOL reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

PS 9 WORKMANSHIP AND QUALITY CONTROL

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specification rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced Site Agent, Foreman, Surveyors, Materials technicians, other Technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related work. The Contractor's attention is drawn

to the provision of the various Standardised Specifications regarding the minimum frequency of testing required.

PS10 SPOIL MATERIAL & STOCKPILE MATERIAL

No indiscriminate spoiling of material is permitted. Surplus or unsuitable materials shall be spoiled or stockpiled at a site approved by SAFCOL. Spoiling shall comply with the applicable EMP and shall be removed from site on regular basis and when instructed by SAFCOL. Stockpiled material shall be classified and stockpiled on different heaps-for use as bedding, backfill or different road layer works. Special care shall

be taken to stockpile material and the selective use of the material thereafter. On this contract, the selection and care shall be deemed to form part of the tendered rate for earthworks. The Contractor shall be required to rehabilitate any and all stockpiles and spoils sites in accordance with EMP.

PS 11 TRENCHES AND EXCAVATIONS

Trenches and excavations shall not be left open at all during the builders 'holidays or for a period more than 48 hours at any time.

The careful guarding to maintain as is subsoil moisture conditions shall be an integral basis of this contract. Proper barricading of open excavations and trenches are required due to the proximity of the tourist attraction area.

PS 12.1 Approved Transportations Route for Loaded Material

Where public streets are involved, an approved route indicated by SAFCOL for the transportation loaded material

shall be followed. On such route:

- a) Loaded or muddy material falling from tucks on public roads or on completed work shall be removed immediately.
- b) Roads shall be continuously broomed off and cleaned where mud tracking/falling debris occurs.

PS14 REFERENCES IN SCHEDULING OF QUANTITIES

PS14.1 Use of mechanical plant

The Contractor shall be deemed to have established before tendering the extent to which mechanical plant can be used on the Contract.

Authority to use mechanical plant will not be unreasonably withheld but if it is considered that circumstances are such that the use of plant shall be suspended temporarily or permanently, the relevant construction procedures shall be modified at the Contractor's cost and the Contractor shall be deemed to have no cause for claim against SAFCOL on account of having to continue the work by another method or if any order issued in terms of this Clause results in the mechanical plant having to stand idle for any period or having to be removed.

Where, due to proximity or any danger to existing structures or services, it is considered advisable to excavate by hand methods: it shall be deemed reasonable for the purpose of this Clause for authority to use mechanical plant to be withheld.

PS15 RATES ALL INCLUSIVE

The tendered rates must allow for all direct and indirect costs required for the provision and/or instruction of the items as listed in the Schedule of Quantities as no additional payments will be considered. Estimated quantities are given in the Schedule of Quantities and will be measured on site.

PS17 ACCOMODATION OF TRAFFIC (COLTO 1500)

The Contractor must allow for the accommodation of traffic on the whole of site, under the items allowed for in the Schedule of Quantities. These rates to allow for any temporarily bridges, safety measures at excavations, traffic signs as required by the Safety Regulations, etc.

In case of trench excavations across roadways, white painted barricades consisting of 22.5mm x40 mm timbers, supported on heavy supports, shall be placed across the road at least 15m before and after the excavations. "Road signs must be prominently displayed".

The rate for accommodation of Traffic on the Provincial Roads must allow for work to be completed fully on one side of the road before work on the other side of the Provincial Roads may be started.

PS19 OCCUPATIONAL HEALTH & SAFETY ACT

The Employer and Contractor hereby agree, in terms of the provision of Section 37(2) of the Occupational Health and Safety Act No.85 of 1993, and any amendments thereto hereinafter referred to as "the Act", that the Contractor as an Employer in its own right and in its capacity as Contractor for the execution of the works shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the Contractor with provision of the Act, namely:

1. The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulation promulgated in terms of the Act, and
2. The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
3. The Contractor hereby accepts sole responsibility for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the Employer from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the contract. The Contractor shall be obliged to report forthwith to SAFCOL any investigation,

compliant or criminal charge which may arise as the consequence of the provision of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand provide full details in writing of such investigation, compliant or criminal charges. A checklist of all Health & Safety Activities that may be required on site is included. The Tenderer is expected to implement all of the requirements as listed. Allowance is made in the P&G's Section of the Schedule of Quantities (fixed and time related) to price all of the required safety measures to be executed and formalized on site.

ENVISAGED PROJECT DURATION

Project Duration: Twelve **(12)** Months.

For the purposes of this Contract, SABS 1200 Standardised Specifications (latest amendments) shall apply *i.e:* SANS 1200 DM, SANS 1200 LE, SANS 1200 MG, SANS 3001-BT10, SANS 1200 MF.

In the event of any conflict between the Project Specifications and Standardized Specifications, the provisions of the Project Specifications shall take precedence.

3. EVALUATION CRITERIA

The evaluation criteria for the assessment of the proposals will be based on both qualitative and financial aspects of the proposal. Service Providers will be evaluated on functionality. The bidders that score points which exceed the minimum threshold provided on functionality will further be evaluated on Price and on Broad Based Black Economic Empowerment Status Level Certificates provided in terms of the Preferential Procurement Policy Framework, Act 5 of 2000 and Regulations of 2017.

The Bid documents will be evaluated individually on a score sheet, by a representative of the evaluation panel according to the evaluation criteria indicated in the Terms of Reference.

- **All bidders who score less than 70 out of 100 points for functionality will not be considered further**
- Evaluation will be conducted in accordance with SAFCOL Supply Chain Management Policy and Preferential Procurement Policy Framework Regulations of 2017 .

This bid will be evaluated on 80/20 Broad Based Black Economic Empowerment (B-BBEE) Contributor Status level.

In accordance with the SAFCOL Supply Chain Management Policy, the bid evaluation process shall be carried out in three (3) phases namely:

- Phase 1(a) : Administrative Requirement
- Phase 1(b) : Pre-Qualification Requirements
- Phase 1(c) : Mandatory Requirements
- Phase 2 : Functionality Evaluation
- Phase 3 : Price and BBEE

Phase 1(a): Administrative Requirements

Service Providers are to fully complete and sign all standard bidding documents as indicated below.

DESCRIPTION	COMPLY	DO NOT COMPLY
Completion in full of the Request for Proposal document		
Completion of all SBD Forms (Declaration Forms)		
Proof that tax matters with SARS are in order (SARS Pin Number/ Tax Clearance Certificate)		
Certified copy of proof of company registration documents (e.g. Pty, Trust, CC, etc.)		
Certified ID copy or copies of the Company Director/s		
Original or certified copy of B-BBEE Level of contribution Certificate OR a sworn affidavit –B-BBEE Exempted Micro Enterprise. Joint ventures must submit a consolidated BBEE certificate.		
Registration with Central Supplier Database (CSD)		
Joint Venture Agreement (if applicable)		

Phase 1(b): Pre-qualification Criteria

DESCRIPTION	COMPLY	DO NOT COMPLY
<p>51% Black Youth Owned Companies or Wholly Owned by People with Disability</p> <p>Attach CSD report supported by Sworn Affidavit by the Commissioner of Oath and/or Medical Certificate from Medical Doctor to confirm Disability.</p>		

NB: Only bidders who comply with pre-qualification will be considered for further evaluation on Mandatory requirements.

Phase 1(c): Mandatory Requirements

DESCRIPTION	COMPLY	DO NOT COMPLY
CIDB Registration – 3CE or higher		
Service provider to be registered with Department of Labour (COIDA). Attach Attach LoGS Report (Letter of good standing)		

N.B: Bidders who fail to meet all mandatory requirements will not be considered for further evaluation on Functionality.

Phase 2 - Functionality Evaluation

Description Of Criteria	Method Of Evaluation	Points Allocation
<p>Company experience (30)</p> <p>Service providers must demonstrate that they have past experience in Civil Engineering Construction work or similar work.</p> <p>Provide signed contactable completion certificate/ reference letters with Letter Head stating completed projects (references in similar construction projects) detailing the following:</p> <ul style="list-style-type: none"> a) Project Title b) Project Duration (Start date & Completion date) <p>Letters that do not meet the above will be null and void.</p>	No experience	0
	1 Completion certificate/ Reference Letter	5
	2 Completion certificates/ Reference Letters	10
	3 Completion certificates/ Reference Letters	15
	4 Completion certificates/ Reference Letters	20
	5 Completion certificates/ Reference Letters	25
	More than 5 Completion certificates/ Reference Letters	30

Description Of Criteria	Method Of Evaluation	Points Allocation
<p>Qualification of personnel (10) – Project manager/Site Agent</p> <p>Service providers must demonstrate that their Project Manager/ Site Agent have relevant qualification in Civil Engineering. Similar Road Maintenance will be of preference. Attach certified copies of:</p> <p>Qualification or certificates,</p> <ul style="list-style-type: none"> - National Diploma - B-Tech/Degree in Civil <p>Bidders must attach an organogram showing Personnel that will be responsible for this specific project.</p>	No qualification.	0
	National Diploma in Civil Engineering	5
	B-Tech/ Degree in Civil Engineering or higher	10
<p>Project Manager/ Site Agent (10)</p> <p>Registered with ECSA (Engineering Council of South Africa)</p> <p>Attach Proof of Registration with ECSA</p>	No Registration	0
	Registered as a Professional	10
<p>Experience of Project Manager/ Site Agent (15)</p> <p>Service Providers must demonstrate that their Project Manager/ Site Agent possess relevant experience in Construction Projects/Similar to execute the project.</p> <p>Attach a concise CV with contactable reference(s)</p>	Less than 1 Year experience	0
	1 - 3 Years' experience	5
	4 - 6 Years' experience	10
	More than 6 Years' experience	15
<p>Plant/Equipment (20)</p> <p>Service providers must demonstrate that they have capacity to execute this project by attaching proof of Equipment ownership.</p> <p>If equipment is owned attach proof of ownership and a signed affidavit by a Commissioner of Oath will be accepted for small tools (Concrete mixer.)</p> <p>If equipment will be leased; provide a Signed letter of intent for Lease Agreement with copies of equipment ownership from your equipment supplier.</p>	No Lease or Proof of ownership	0

Description Of Criteria	Method Of Evaluation	Points Allocation
<p>Minimum:</p> <p>1x Construction Grader 2x Smooth drum Vibration Rollers 2x TLB's 2x Tipper Trucks 1x Bulk Water Truck 12000 liters 2x Concrete mixers</p> <p>Full points will be allocated if the service provider can supply all of the above equipment.</p>	<p>Proof of Ownership for all equipment attached (Lease agreement, Affidavit for concrete mixers, eNATIS Documentation)</p>	<p>20</p>
<p>SHEQ Compliance (15)</p> <p>HSE management plan consisting of:</p> <ol style="list-style-type: none"> 1. Organisational HSE policy including duly signed SHE organogram 2. Appointment letters of First Aiders and SHEQ Representatives 3. Risk Assessment 4. PPE Matrix 5. Toolbox Talk 6. Incident Management Plan 7. Equipment Register & Checklist 8. Material Safety Data Sheet 9. Competency Certificates of all Equipment Operators 	<p>None of the required documents provided.</p>	<p>0</p>
	<p>All 9 required documents provided.</p>	<p>15</p>
Total		100
Total Functionality		70

NB: Only Bidders who score a minimum of 70 points will be considered for further evaluation on Price and BBBEE.

Phase 3: Price and B-BBEE Evaluation

Evaluation Criteria		Points
1.	Price	80
2.	Black Economic Empowerment	20
3.	Total	100

B-BBEE Status Level Contributor

B-BBEE Status level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

4. RULES OF BIDDING

- (a) The SAFCOL reserves the right not to award this bid/contract.
- (b) The SAFCOL reserves the right to negotiate price with the preferred bidder.
- (c) Late submissions will not be considered.
- (d) The bid and all information in connection therewith shall be held in strict confidence by the bidder and the SAFCOL.
- (e) The bidders may not disclose any information, documents or products to any other party without prior written approval of the SAFCOL.
- (f) Copyright of all documentation resulting from contracts arising from this bid belongs to the SAFCOL.
- (g) The intellectual property rights of all work conducted by the Service Provider remain vested in the SAFCOL and may not be distributed, published or disclosed to any third party without the prior explicit written consent of the SAFCOL.
- (h) Successful Bidder may be subjected to screening and signing of confidentiality oath.

THE END.