



## REQUEST FOR PROPOSAL

|                                                             |                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RFB NUMBER:</b>                                          | RFB016/2025                                                                                                                                                                                                                                                                              |
| <b>DESCRIPTION:</b>                                         | APPOINTMENT OF SERVICE PROVIDERS FOR A CONSTRUCTION PANEL FOR A PERIOD OF THREE (3) YEARS                                                                                                                                                                                                |
| <b>PUBLICATION DATE:</b>                                    | 30 OCTOBER 2025                                                                                                                                                                                                                                                                          |
| <b>VALIDITY PERIOD:</b>                                     | 90 DAYS FROM THE CLOSING DATE                                                                                                                                                                                                                                                            |
| <b>CLOSING DATE:</b>                                        | 21 NOVEMBER 2025                                                                                                                                                                                                                                                                         |
| <b>CLOSING TIME:</b>                                        | 12H00                                                                                                                                                                                                                                                                                    |
| <b>BRIEFING SESSION</b>                                     | <p>COMPULSORY BRIEFING SESSION WILL BE HELD ON MICROSOFT TEAMS AS PER BELOW LINK</p> <p><a href="#"><u>Join the meeting now</u></a></p> <p><b>DATE:</b> 06 NOVEMBER 2025</p> <p><b>TIME:</b> 11H00 - 12H30</p> <p><b>FAILURE TO ATTEND THE SESSION WILL LEAD TO DISQUALIFICATION</b></p> |
| <b>BID RESPONSES MUST BE HAND DELIVERED / COURIERED TO:</b> | <p>SAFCOL NELSPRUIT OFFICE<br/>         ABSA SQUARE BUILDING, THIRD FLOOR (Reception)<br/>         20 PAUL KRUGER STREET<br/>         NELSPRUIT<br/>         1200</p>                                                                                                                    |
| <b>PRICE OF BID DOCUMENT</b>                                | NO CHARGE                                                                                                                                                                                                                                                                                |
| <b>SCM INQUIRIES:</b><br>For all bidding related enquiries  | <p>Ms. Lungile Moeketsi<br/>         E-mail: <a href="mailto:Lungile.Moeketsi@safcol.co.za">Lungile.Moeketsi@safcol.co.za</a></p>                                                                                                                                                        |
| <b>NAME OF BIDDER:</b>                                      |                                                                                                                                                                                                                                                                                          |
| <b>TOTAL BID AMOUNT (Including VAT): R</b>                  |                                                                                                                                                                                                                                                                                          |

**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**

| <b>Indicate the type of Bidding structure by marking with an 'X':</b> |  |
|-----------------------------------------------------------------------|--|
| Individual bidder                                                     |  |
| Joint venture                                                         |  |
| Consortium                                                            |  |
| Using Subcontractors                                                  |  |
| Other                                                                 |  |

| <b>If individual bidder, indicate the following:</b>                           |  |
|--------------------------------------------------------------------------------|--|
| 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                                                               |  |
| <b>If Joint Venture, indicate the following: (To be completed for each JV)</b> |  |
| Name of prime contractor                                                       |  |

| <b>If Joint Venture, indicate the following: (To be completed for each JV)</b> |  |
|--------------------------------------------------------------------------------|--|
| Registration number                                                            |  |
| VAT registration number                                                        |  |
| PAYE number                                                                    |  |
| COIDA number                                                                   |  |
| UIF number                                                                     |  |
| Contact person                                                                 |  |
| Telephone number                                                               |  |
| Fax number                                                                     |  |
| E-mail address                                                                 |  |
| Postal address                                                                 |  |
| Physical address                                                               |  |

| <b>If Consortium, indicate the following: (To be completed for each Consortium member)</b> |  |
|--------------------------------------------------------------------------------------------|--|
| 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                                                                           |  |

| <b>If using subcontractors, indicate the following: (To be completed for each subcontractor)</b> |  |
|--------------------------------------------------------------------------------------------------|--|
| Name of prime contractor                                                                         |  |
| Registration number                                                                              |  |
| VAT registration number                                                                          |  |
| PAYE number                                                                                      |  |
| COIDA number                                                                                     |  |
| UIF number                                                                                       |  |
| Contact person                                                                                   |  |
| Telephone number                                                                                 |  |

| If using subcontractors, indicate the following: <i>(To be completed for each subcontractor)</i> |  |
|--------------------------------------------------------------------------------------------------|--|
| Fax number                                                                                       |  |
| E-mail address                                                                                   |  |
| Postal address                                                                                   |  |
| Physical address                                                                                 |  |

**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 2022                                        |
| <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"/> | Supporting documents – Central Supplier Database Registration Summary Report                                                         |

**PART A**  
**INVITATION TO BID**

| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SAFCOL</b>                                   |                                                                                           |               |                         |               |              |
|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|---------------|-------------------------|---------------|--------------|
| BID NUMBER:                                                                                       | <b>RFB016/2025</b>                                                                        | CLOSING DATE: | <b>19 NOVEMBER 2025</b> | CLOSING TIME: | <b>12:00</b> |
| DESCRIPTION                                                                                       | APPOINTMENT OF SERVICE PROVIDERS FOR A CONSTRUCTION PANEL FOR A PERIOD OF THREE (3) YEARS |               |                         |               |              |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b> |                                                                                           |               |                         |               |              |

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

SAFCOL NELSPRUIT OFFICE  
ABSA SQUARE BUILDING, THIRD FLOOR (Reception)  
20 PAUL KRUGER STREET  
NELSPRUIT  
1200

| <b>SUPPLIER INFORMATION</b> |      |  |        |  |
|-----------------------------|------|--|--------|--|
| NAME OF BIDDER              |      |  |        |  |
| POSTAL ADDRESS              |      |  |        |  |
| STREET ADDRESS              |      |  |        |  |
| TELEPHONE NUMBER            | CODE |  | NUMBER |  |
| CELLPHONE NUMBER            |      |  |        |  |
| FACSIMILE NUMBER            | CODE |  | NUMBER |  |
| E-MAIL ADDRESS              |      |  |        |  |
| VAT REGISTRATION NUMBER     |      |  |        |  |

|                                                                    |                                                          |  |                                     |                                                          |  |
|--------------------------------------------------------------------|----------------------------------------------------------|--|-------------------------------------|----------------------------------------------------------|--|
|                                                                    | TCS PIN:                                                 |  | <b>OR</b>                           | 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?                         |                                                          |  |                                     |                                                          |  |

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|                                                                                                                                                                                              |                                                                                    |                                                                                    |                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| 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:                                                                              |                                                                                    |                                                                                            |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS ON SPECIFIC GOALS, WHERE APPLICABLE]</b> |                                                                                    |                                                                                    |                                                                                            |
| <b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>                                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | <b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>    | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[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)                                                    |                                                                                            |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>                                                                                                                                       |                                                                                    | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                                   |                                                                                            |
| DEPARTMENT/ PUBLIC ENTITY                                                                                                                                                                    | <b>SAFCOL</b>                                                                      | CONTACT PERSON                                                                     | N/A                                                                                        |
| CONTACT PERSON                                                                                                                                                                               | <b>N/A</b>                                                                         | TELEPHONE NUMBER                                                                   | N/A                                                                                        |
| TELEPHONE NUMBER                                                                                                                                                                             | <b>N/A</b>                                                                         | FACSIMILE NUMBER                                                                   | N/A                                                                                        |
| FACSIMILE NUMBER                                                                                                                                                                             | <b>N/A</b>                                                                         | E-MAIL ADDRESS                                                                     | N/A                                                                                        |
| E-MAIL ADDRESS                                                                                                                                                                               | <b>tenders@safcol.co.za</b>                                                        |                                                                                    |                                                                                            |

**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, 2022, 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](http://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.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

**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**

### **1 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:

- 1.1 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;
  - 1.1.1 to ask clarification of their proposals/bids from any one or more of the bidders;
  - 1.1.2 to conduct one or more inspections *in loco* at the venues and facilities offered; and
  - 1.1.3 to link any conditions, it deems appropriate to its acceptance of any bid.
- 1.2 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.
- 1.3 the lowest or any proposal/bid may not necessarily be accepted.
- 1.4 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.

### **2 CONDITIONS AND UNDERTAKINGS BY BIDDER BID**

- 2.1 **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.
  - 2.1.1 Black ink should be used when completing Bid documents.
  - 2.1.2 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

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pages are missing or duplicated.

- 2.2 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.
- 2.3 I/We agree that -
- 2.4 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;
- 2.5 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
- 2.6 NB: BIDDERS TERMS AND CONDITIONS ARE NOT ACCEPTABLE.**
- 2.7 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.
- 2.8 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.

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

### **Confidentiality**

- 2.9 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
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to this RFP.

- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 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:
  - 2.13.1 be deemed to form part of the confidential information of SAFCOL;
  - 2.13.2 be deemed to be the property of SAFCOL;
  - 2.13.3 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
  - 2.13.4 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.

### **3 News and press releases**

- 3.1 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 coordination with, SAFCOL and its Client.

### **4 Precedence of documents**

- 4.1 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.
- 4.2 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

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ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by SAFCOL.

- 4.3 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.

## **5 Preferential procurement reform**

- 5.1 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.
- 5.2 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, 2022.

## **6 National Industrial Participation Programme**

- 6.1 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.).

## **7 Language**

- 7.1 Bids shall be submitted in English.

## **8 Gender**

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

## **9 Headings**

- 9.1 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.

## **10 Security clearances**

- 10.1 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.
- 10.2 Employees and subcontractors of the successful bidder will be required to sign a non-disclosure agreement.

## **11 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.

## **12 Formal contract**

- 12.1 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.
- 12.2 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.

## **13 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 process any personal information disclosed by SAFCOL in the bidding process in the same manner.

## **14 Reasons for disqualification**

- 14.1 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:
  - 14.1.1 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;
  - 14.1.2 bidders who submitted incomplete information and documentation essential for the adjudication of the requirements of this RFP;
  - 14.1.3 bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, Work references, experience, etc.;
  - 14.1.4 bidders who received information not available to other vendors through fraudulent means; and/or
  - 14.1.5 bidders who do not comply with mandatory requirements as stipulated in this RFP.
  - 14.1.6 bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or;
  - 14.1.7 bidders who are listed on the National Treasury's database of restricted suppliers and defaulters.

## **15 National Treasury's Central Supplier Database (CSD)**

- 15.1 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: \_\_\_\_\_.

## **16 Bid preparation**

- 16.1 All additions to the proposal documents i.e. annexures, 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.
- 16.2 All responses regarding questions posed in the annex attached herewith shall be answered in accordance with the prescribed RFP response format.
- 16.3 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.
- 16.4 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.
- 16.5 Bids from international bidders with no office or representation in the RSA shall not be accepted.

## **17 Oral presentations and briefing sessions**

- 17.1 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.
- 17.2 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 RFB016/2025 is 07 NOVEMBER 2025 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

**RFB016/2025– APPOINTMENT OF SERVICE PROVIDERS FOR A CONSTRUCTION PANEL FOR A PERIOD OF THREE (3) YEARS**

bidder:

3.1

|                                                                                         |               |                      |
|-----------------------------------------------------------------------------------------|---------------|----------------------|
| This Bid is subject to the General Conditions of Contract referred to in this document. | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                         |               |                      |

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. | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                                                                                      |               |                      |

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. | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                                                                                                                                                                                                                                                                                               |               |                      |

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. | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                                                                                                                                                                                                  |               |                      |

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. | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                                                                                                    |               |                      |

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. | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                                                                                                                                          |               |                      |

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. | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                                                                                                                                  |               |                      |

3.8

|                                                                                                            |               |                      |
|------------------------------------------------------------------------------------------------------------|---------------|----------------------|
| By submitting a proposal in response to this RFP, the bidders accept the evaluation criteria as it stands. | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                                            |               |                      |

## 3.9

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

## 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. | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                                                                                                                                             |               |                      |

## 3.11

|                                                                                                                                     |               |                      |
|-------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------|
| Where the Bid calls for commercially available solutions, bidders who offer to provide future based solutions will be disqualified. | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                                                                     |               |                      |

## 3.12

|                                                                                                                                                                                                                                                       |               |                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------|
| <p>The bidder should not qualify the proposal with own conditions.</p> <p><b>Caution:</b> 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> | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                                                                                                                                                                                       |               |                      |

## 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. | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                                                                                                                                                                                                                                                                                                      |               |                      |

## 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. | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                                                                                                                                                                                                                                                                                                                           |               |                      |

## 3.15

|  |               |                      |
|--|---------------|----------------------|
|  | <b>Comply</b> | <b>Do not Comply</b> |
|  |               |                      |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <p>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.</p> <p>Such cancellation shall mean that SAFCOL reserves the right to award the same proposal to next best bidders as it deems fit.</p> |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

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. | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                                                                                         |               |                      |

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. | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                                                                                                                |               |                      |

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 rights 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. | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                        |               |                      |

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> | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                          |               |                      |

3.20

|  |               |                      |
|--|---------------|----------------------|
|  | <b>Comply</b> | <b>Do not Comply</b> |
|--|---------------|----------------------|

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|                                                                                                                                  |  |  |
|----------------------------------------------------------------------------------------------------------------------------------|--|--|
| All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law. |  |  |
|----------------------------------------------------------------------------------------------------------------------------------|--|--|

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. | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                                                                            |               |                      |

3.22

|                                                                                                                                                                                                                                                                                                                                                          |               |                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------|
| Evaluation of Bids shall be performed by an evaluation panel established by SAFCOL.                                                                                                                                                                                                                                                                      | <b>Comply</b> | <b>Do not Comply</b> |
| 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. |               |                      |

3.23

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

3.24

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

3.25

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

3.26

|                                                                                                                                                                                                                                                                            |               |                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------|
| 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. | <b>Comply</b> | <b>Do not Comply</b> |
|                                                                                                                                                                                                                                                                            |               |                      |

3.27

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 3.28<br>The Bidder has read, understood and commit to comply with the SAFCOL Supplier code of conduct obtainable from:<br>t: <a href="https://www.safcol.co.za/opportunities/procurement-opportunities#:~:text=Supplier%20Code%20Of%20Conduct%3A%20Click%20Here">https://www.safcol.co.za/opportunities/procurement-opportunities#:~:text=Supplier%20Code%20Of%20Conduct%3A%20Click%20Here</a><br><b>NB: Non-compliance will lead to disqualification from the bid process.</b> |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

### **SBD 3.1:PRICING SCHEDULE**

|                                                                                          |
|------------------------------------------------------------------------------------------|
| Name of bidder: .....<br><br><b>BID NUMBER: RFB016/2025</b><br><b>Closing Time 12:00</b> |
|------------------------------------------------------------------------------------------|

#### **PLEASE NOTE:**

**OFFER TO BE VALID FOR 90 DAYS FROM 19 NOVEMBER 2025 (THE CLOSING DATE OF BID).**

The bidder must provide the total price for the

#### **RFB016/2025– APPOINTMENT OF SERVICE PROVIDERS FOR A CONSTRUCTION PANEL FOR A PERIOD OF THREE (3) YEARS**

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 <b>clearly</b> , which portion of the service price as well as the monthly costs is linked to the exchange rate. | Comply | Not comply |
|    | Substantiate / Comments                                                                                                                   |        |            |

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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. **RFB016/2025**, 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, including but not limited to the supply of all required. We confirm that 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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

- 2.2.1 If so, furnish particulars:

.....  
.....

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

- 2.3.1 If so, furnish particulars:

.....  
.....

#### 3 DECLARATION

I, the undersigned, (name)..... in

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

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of

---

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

## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

a) The applicable preference point system for this tender is 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

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## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

#### 80/20

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

Where

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

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

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

| The specific goals allocated points in terms of this tender                               | Number of points allocated (90/10 system)<br>(To be completed by the organ of state) | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Procurement from black women owned entities (At least 30% ownership).                     |                                                                                      | 5                                                                                    |                                                                              |                                                                              |
| Procurement from black owned entities (At least 51% ownership).                           |                                                                                      | 10                                                                                   |                                                                              |                                                                              |
| Procurement from youth owned entities (At least 51% owned by youth).                      |                                                                                      | 3                                                                                    |                                                                              |                                                                              |
| Procurement from entities owned by persons with disabilities (At least 51% owned by PWD). |                                                                                      | 2                                                                                    |                                                                              |                                                                              |

#### DECLARATION WITH REGARD TO COMPANY/FIRM

3.2. Name of company/firm.....

3.3. Company registration number: .....

3.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

**RFB016/2025– APPOINTMENT OF SERVICE PROVIDERS FOR A CONSTRUCTION PANEL FOR A PERIOD OF THREE (3) YEARS**

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

CID

## **TERMS OF REFERENCE – APPOINTMENT OF SERVICE PROVIDERS FOR A CONSTRUCTION PANEL FOR A PERIOD OF THREE (3) YEARS.**

### **1. BACKGROUND**

SAFCOL road network consists of approximately 15000km of Forestry Roads. These Roads are used for Harvesting, Silviculture and Fire Fighting operations. Regular Maintenance is therefore needed in order to support these Forestry Operations, mitigate degradation of our road network, promote maximum timber sales and business sustainability.

The services required from the Panel will improve, protect and extend the useful life of SAFCOL's Road Network assets. This will also support and minimize chances of losing FSC certification.

#### **1.1 Outline of the need**

##### Road Maintenance:

The Roads Tactical Plan is for a three-year period with an average of 1300km of road maintenance needed annually that correlates with the Tactical Harvesting Plan. For rehabilitation of SAFCOL's tared roads, a total of 212 808m<sup>2</sup> needs to be maintained annually

##### Stream Crossings:

With continuous stream crossing assessments and changing environmental impacts, more crossings will need maintenance, and this panel will be used to rehabilitate all the challenges that are picked up.

2. SAFCOL needs reputable service providers to provide Road Maintenance services for SAFCOL plantations for a three (3) year period.

### **3. SCOPE OF WORK /SPECIFICATION**

#### **3.1. Proposed Specifications**

Specifications intended to be issued to suppliers will be through SAFCOL's RFQ/ closed Bid procurement process for the following, which are and will be listed on the Annual Procurement Plan:

- Cleaning and maintenance of various drainage structures
- Rehabilitation of Surfaced/ Tared Roads
- Supply and Delivery of Road Pipes
- Various concrete works
- construction of gabion and reno mattress structures
- Construction of culverts and low-level concrete stream crossing structures
- Rock Blasting inside SAFCOL's designated Quarries.
- Supply and Delivery of Road Building Material.
- Plant- Hire Services (Road Construction Equipment).

### **4. DELIVERY OF GOODS OR SERVICES**

Service Providers must be able to render the service at SAFCOL's operational area as stated below:

The distance between the plantations, are main considerations that promote speed and delivery efficiency.

**Table 1. Geographical regions**

| Geographical region | PLANTATION  | NEAREST TOWN                 |
|---------------------|-------------|------------------------------|
| North               | Entabeni    | Makhado/ Thohoyandou         |
| North               | Woodbush    | Tzaneen                      |
| North               | Wilgeboom   | Hazyview                     |
| North               | Blyde       | Graskop                      |
| North               | Tweefontein | Sabie                        |
| North               | Bergvliet   | Sabie                        |
| North               | Witklip     | White River                  |
| South               | Berlin      | Nelspruit                    |
| South               | Nelshoogte  | Barberton                    |
| South               | Brooklands  | Nelspruit                    |
| South               | Uitsoek     | Nelspruit                    |
| South               | Roburnia    | Amsterdam/ Piet Retief       |
| South               | Belfast     | Belfast                      |
| South               | Jessievale  | Warburton/ Carolina & Ermelo |
| South               | Ngome       | Nongoma/Vryheid              |

## 5. SPECIAL CONDITIONS

Service providers **must** adhere to the following special conditions of bid for the duration of the period for which the services are delivered to SAFCOL:

| #  | Special Conditions of Bid                                                                                                                                                                                                                                                                                   |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Enter into a contract/service level agreement (SLA) with SAFCOL that does not deviate from the deliverables envisioned in these terms of reference. Non-compliance with the SLA and/or negligence by the service provider and/or its employees, may be deemed grounds for immediate termination of the SLA. |
| 2. | Allocate resources (e.g. people, vehicles, equipment) fully as per the SLA and as per each site's needs. Payment will only be processed for a particular period after full services were confirmed as rendered as per the SLA.                                                                              |
| 3. | Reimburse SAFCOL for any losses suffered as a result of non-compliance with the SLA and/or due to negligence of the service provider's employees.                                                                                                                                                           |

|    |                                                                                                                                                                                                                                                              |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4. | Accept liability for any harm or damage that the service provider's equipment or personnel may cause to SAFCOL's own and neighbouring property and assets (especially biological assets in plantations), including adequate insurance cover at its own cost. |
| 5. | Service Provider to attend SHEQ Induction conducted by SAFCOL.                                                                                                                                                                                               |
| 6. | Comply with all legislation and regulations relevant to the service, whether included in these terms of reference or not. Non-compliance with such legislation and regulations may be grounds for immediate termination of the SLA.                          |
| 7. | SAFCOL also reserves the right to cancel the tender when deemed necessary.                                                                                                                                                                                   |

### 5.1. DUE DILIGENCE

SAFCOL reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

## 6. EVALUATION CRITERIA

The evaluation criteria for the assessment of the proposals will be based on qualitative aspects of the proposal. Bidders will be evaluated on mandatory and functionality criteria.

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 2022 .

**All bidders who score less than the minimum threshold of 70 out of 100 points for functionality will not be considered further.**

In accordance with the SAFCOL Supply Chain Management Policy, the bid evaluation process shall be carried out in two (2) phases namely:

- Phase 1 (a) Administrative Compliance
- Phase 1 (b) Mandatory requirements
- Phase 2 Functionality Evaluation

### Phase 1 (a) Administrative Compliance

| Description                                                                                                                                   | Comply | Not Comply |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------|------------|
| Completion in full the Request for Proposal document                                                                                          |        |            |
| Completion of all SBD Forms (Declaration Forms)                                                                                               |        |            |
| Proof that tax matters with SARS are in order<br>(SARS Pin Number/ Tax Clearance Certificate)                                                 |        |            |
| copy of proof of company registration documents (e.g., Pty; Trust; CC etc.)                                                                   |        |            |
| Original or certified copy of B-BBEE Level of contribution Certificate (Failure to attach certificate will lead to non- allocation of points) |        |            |
| Registration with Central Supplier Database (CSD)                                                                                             |        |            |
| Joint Venture Agreement (If Applicable)                                                                                                       |        |            |

### Phase 1 (b) Mandatory requirements

| Mandatory Documents                                                                                                                                                                                                                                                                                                                                                                                                     | Comply/Not Comply |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <p>a) Proof of registration with the Compensation Commissioner, Department of Labour or approved equivalent in terms of the COIDA Act.</p> <p><b>Attach a valid Letter of Good Standing.</b></p>                                                                                                                                                                                                                        |                   |
| <p>b) Valid CIDB Registration (1CE or higher)</p> <p><b>Attach proof of registration</b></p>                                                                                                                                                                                                                                                                                                                            |                   |
| <p>c) <b>Compliance to Technical specification</b><br/> <b>(Pipe culverts: 700mm 8KN/m<sup>2</sup> HDPE Storm water Structured SANS21138 wall Pipes manufactured in accordance to specs c/w with sand seal sockets) 100 % Compliance with technical specification.</b></p> <p><b>Service provider must provide a signed confirmation letter on the Suppliers Letterhead confirming the technical specification.</b></p> |                   |

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

## Phase 2: Functional Evaluation

Contractors with 1 to 3CE will be evaluated on the table 2.1 below:

| DESCRIPTION OF CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | METHOD OF EVALUATION                                                                                                                 | POINTS ALLOCATION |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>Company experience (30) CIDB 1-3CE</b><br><br>Company work Experience in Roads and Stormwater Construction/ maintenance or related (Attach a certified copy of an appointment letter accompanied by a certified copy of a completion certificate from a client or Principal Agent.)<br><br><b>Appointment Letters &amp; Completion Certificates older than 10 years will not be considered.</b><br><br><b>SAFCOL reserves the right to verify the above information</b>                                                    | No experience                                                                                                                        | 0                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | One (1) Appointment Letter and Completion certificate for roads and stormwater or Civil works Maintenance related projects           | 15                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Two (2) or more Appointment Letters and Completion certificates for roads and stormwater or Civil works Maintenance related projects | <b>30</b>         |
| <b>Qualification of personnel (10) – Project manager/Site Agent</b><br><br>Service providers must demonstrate that their Project Manager/ Site Agent have relevant qualification in Civil Engineering. <b>Attach certified copies of:</b> <ul style="list-style-type: none"> <li>- <b>Qualification or certificates,</b> <ul style="list-style-type: none"> <li>- National Diploma</li> <li>- B-Tech/Degree in Civil Engineering or Higher.</li> </ul> </li> </ul> <b>Certified Copies should not be older than 6 Months.</b> | No qualification.                                                                                                                    | 0                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | National Diploma in Civil Engineering                                                                                                | 5                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | B-Tech/ Degree in Civil Engineering or higher                                                                                        | <b>10</b>         |
| <b>Project Manager/ Site Agent (10)</b><br>Registered with ECSA (Engineering Council of South Africa)<br>*Attach Proof of Membership (Certified Copy of Certificate)                                                                                                                                                                                                                                                                                                                                                          | No Registration                                                                                                                      | 0                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Registered with ECSA                                                                                                                 | <b>10</b>         |

| DESCRIPTION OF CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | METHOD OF EVALUATION                                                                             | POINTS ALLOCATION |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-------------------|
| <b>Certified Copies should not be older than 6 Months.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                  |                   |
| <b>Experience of Project Manager/ Site Agent (15)</b><br>Service Providers must demonstrate that their Project Manager/ Site Agent possess relevant experience in Construction Projects<br>Attach a concise CV with at least 3 contactable references                                                                                                                                                                                                                                                                                                         | Less than 1 Year experience                                                                      | 0                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1 - 3 Years' experience                                                                          | 5                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 4 - 6 Years' experience                                                                          | 10                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | More than 6 Years' experience                                                                    | <b>15</b>         |
| <b>Plant/Equipment (20)</b><br>1x TLB<br>1x Tipper Truck<br>1x Motor Grader<br>1x Water Tanker (min 10 000 litre)<br><br><b>Proof of ownership:</b><br>Proof in form of vehicle registration certificate – eNatis documents in the name of the director of the company or in the company's name, valid lease/rental agreements together with the eNatis documents must be submitted in a case where the vehicles belong to a third-party (leased).<br><br><b>Full points will be allocated if the service provider can supply all of the above equipment.</b> | No Lease or Proof of ownership                                                                   | 0                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Proof of Ownership for all equipment attached (Lease agreement, Affidavit, eNaTIS Documentation) | <b>20</b>         |
| <b>SHEQ Compliance (15)</b><br><br>1. Attach Curriculum Vitae of Safety Officer with contactable reference/s. <ul style="list-style-type: none"> <li>• Minimum 3 Years' experience</li> </ul> 2. Attach certified Qualification of Safety Officer. <ul style="list-style-type: none"> <li>• Diploma in Safety Management (similar or higher)</li> </ul> 3. Registered with SACPCMP or SAIOSH (Attach proof of Membership Certified Copy of Certificate)                                                                                                       | None of the required documents provided.                                                         | 0                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | All 3 required documents provided.                                                               | <b>15</b>         |
| <b>Certified Copies should not be older than 6 Months.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                  |                   |

| DESCRIPTION OF CRITERIA | METHOD OF EVALUATION | POINTS ALLOCATION |
|-------------------------|----------------------|-------------------|
| Total                   |                      | 100               |
| Total Functionality     |                      | 70                |

**N.B: Only Bidders who score a minimum of 70 points will be considered to be part of the Panel**

**Contractors with 4CE or higher will be evaluated on the below table 2.2:**

| DESCRIPTION OF CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                            | METHOD OF EVALUATION                                                                                                           | POINTS ALLOCATION |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>Company experience (30) CIDB 4CE or Higher</b><br><br>Company work Experience in Roads and Stormwater Construction/ maintenance or related (Attach a certified copy of an appointment letter accompanied by a certified copy of a completion certificate from a client or Principal Agent.)<br><br><b>Appointment Letters &amp; Completion Certificates older than 10 years will not be considered.</b><br><br><b>SAFCOL reserves the right to verify the above information</b> | No attachment                                                                                                                  | 0                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | One (1) Appointment Letter and Completion certificate for roads and stormwater or Civil works Maintenance related projects     | 5                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Two (2) Appointment Letters and Completion certificates for roads and stormwater or Civil works Maintenance related projects   | 10                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Three (3) Appointment Letters and Completion certificates for roads and stormwater or Civil works Maintenance related projects | 20                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Four (4) Appointment Letters and Completion certificates for roads and stormwater or Civil works Maintenance related projects  | 30                |
| <b>Qualification of personnel (10) – Project manager/Site Agent</b>                                                                                                                                                                                                                                                                                                                                                                                                                | No qualification.                                                                                                              | 0                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | National Diploma in Civil Engineering                                                                                          | 5                 |

| DESCRIPTION OF CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                          | METHOD OF EVALUATION                                                                             | POINTS ALLOCATION |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-------------------|
| <p>Service providers must demonstrate that their Project Manager/ Site Agent have relevant qualification in Civil Engineering. <b>Attach certified copies of:</b></p> <ul style="list-style-type: none"> <li>- <b>Qualification or certificates,</b> <ul style="list-style-type: none"> <li>- National Diploma</li> <li>- B-Tech/Degree in Civil Engineering or Higher.</li> </ul> </li> </ul> <p><b>Certified Copies should not be older than 6 Months.</b></p> | B-Tech/ Degree in Civil Engineering or higher                                                    | <b>10</b>         |
| <p><b>Project Manager/ Site Agent (10)</b><br/>Registered with ECSA (Engineering Council of South Africa)<br/>*Attach Proof of Membership (Certified Copy of Certificate)</p> <p><b>Certified Copies should not be older than 6 Months.</b></p>                                                                                                                                                                                                                  | No Registration                                                                                  | 0                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Registered with ECSA                                                                             | <b>10</b>         |
| <p><b>Experience of Project Manager/ Site Agent (15)</b><br/>Service Providers must demonstrate that their Project Manager/ Site Agent possess relevant experience in Construction Projects<br/>Attach a concise CV with at least 3 contactable references</p>                                                                                                                                                                                                   | Less than 1 Year experience                                                                      | 0                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1 - 3 Years' experience                                                                          | 5                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 4 - 6 Years' experience                                                                          | 10                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | More than 6 Years' experience                                                                    | <b>15</b>         |
| <p><b>Plant/Equipment (20)</b><br/>1x TLB<br/>1x Tipper Truck<br/>1x Motor Grader<br/>1x Water Tanker (min 10 000 litre)</p> <p><b>Proof of ownership:</b><br/>Proof in form of vehicle registration certificate – eNatis documents in the name of the director of the company or in the company's name, valid lease/rental agreements together with the eNatis documents must be submitted in a case where the vehicles belong to a third-party (leased).</p>   | No Lease or Proof of ownership                                                                   | 0                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Proof of Ownership for all equipment attached (Lease agreement, Affidavit, eNaTis Documentation) | <b>20</b>         |

| DESCRIPTION OF CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | METHOD OF EVALUATION                                                               | POINTS ALLOCATION  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------|
| Full points will be allocated if the service provider can supply all of the above equipment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                    |                    |
| <b>SHEQ Compliance (15)</b> <ol style="list-style-type: none"> <li>1. Attach Curriculum Vitae of Safety Officer with contactable reference/s. <ul style="list-style-type: none"> <li>• Minimum 3 Years' experience</li> </ul> </li> <li>2. Attach certified Qualification of Safety Officer. <ul style="list-style-type: none"> <li>• Diploma in Safety Management (similar or higher)</li> </ul> </li> <li>3. Registered with SACPCMP or SAIOSH (Attach proof of Membership Certified Copy of Certificate)</li> </ol> <p><b>Certified Copies should not be older than 6 Months.</b></p> | None of the required documents provided.<br><br>All 3 required documents provided. | 0<br><br><b>15</b> |
| <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                    | <b>100</b>         |
| <b>Total Functionality</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                    | <b>70</b>          |

**N.B: Only Bidders who score a minimum of 70 points will be considered to be part of the Panel**

## **7. CONTRACTING STRATEGY**

The applicable contract term with the successful bidders will be NEC4 Term service short contract.

#### **8. PANEL ENGAGEMENT MODEL:**

- The panel will consist of service providers or bidders who have achieved the minimum evaluation threshold of 70 points.
- The allocation of Road Maintenance services will be decided by SAFCOL as operational needs and market requirements dictate.
- Appointed bidders on the panel may be requested to provide written quotations as and when Road Maintenance services are required by means of an RFQ or Closed Bid process,
- The appointed bidder who achieves the highest points on preference point system (price and specific goals) during RFQ or Closed Bid evaluation will be considered first, however SAFCOL may appoint more than one service provider depending on the service requirement of the RFQ or Closed Bid and available services of appointed service providers,
- Bidders appointed to the panel are not guaranteed allocation of work or assignment.
- Bidders will be required to submit a detailed costing template to support the RFQ or Closed Bid quoted rate for Road Maintenance services.
- If the process results in only one successful competent service provider, that service provider can be appointed. The market may be approached to supplement the Panel for Road Maintenance services when needed during the three (3) year period.



## NEC4 Term Service Contract (TSC4)

|         |                                                                                           |                          |
|---------|-------------------------------------------------------------------------------------------|--------------------------|
| Between | South African Forestry Company SOC Ltd (SAFCOL)                                           |                          |
|         | Reg No. 2000/023152/30                                                                    | (the <i>Client</i> )     |
| and     | [Insert <i>Contractor's</i> registered name at award stage]                               |                          |
|         | Reg No. ____                                                                              | (the <i>Contractor</i> ) |
| For     | APPOINTMENT OF SERVICE PROVIDERS FOR A CONSTRUCTION PANEL FOR A PERIOD OF THREE (3) YEARS |                          |
|         | (the <i>service</i> )                                                                     |                          |

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### Contents:

#### Part C1 Agreements & Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Forms of Sureties (if applicable)

#### Part C2 Pricing Data

- C2.1 Pricing assumptions
- C2.2 The Activity Schedule (If Option A or C applies)

#### Part C3 Scope of Work

- C3.1 *Client's* Scope
- C3.2 Scope provided by the *Contractor* for its plan

#### Part C4 Affected Property

Contract No.

## Part C1: Agreements and Contract Data

### C1.1 Form of Offer and Acceptance

#### Offer

The Client, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**APPOINTMENT OF SERVICE PROVIDERS FOR A CONSTRUCTION PANEL FOR A PERIOD OF THREE (3) YEARS.**

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

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

|          |                                                     |  |
|----------|-----------------------------------------------------|--|
| Option A | The offered total of the Prices exclusive of VAT is |  |
|          | Value Added Tax @ 15% is                            |  |
|          | The offered total of the Prices inclusive of VAT is |  |
|          | (in words)                                          |  |

This Offer may be accepted by the Client by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

|                             |                                           |      |
|-----------------------------|-------------------------------------------|------|
| Signature(s)                |                                           |      |
| Name(s)                     |                                           |      |
| Capacity                    |                                           |      |
| <b>For the tenderer:</b>    | (Insert name and address of organisation) |      |
| Name & signature of witness |                                           | Date |

## Acceptance

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

The terms of the contract, are contained in:

|         |                                                                                  |
|---------|----------------------------------------------------------------------------------|
| Part C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance) |
| Part C2 | Pricing Data                                                                     |
| Part C3 | Scope of Work                                                                    |
| Part C4 | Affected Property                                                                |

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the *Client* in writing of any reason why it cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

|                          |                                                              |  |
|--------------------------|--------------------------------------------------------------|--|
| Signature(s)             |                                                              |  |
| Name(s)                  |                                                              |  |
| Capacity                 |                                                              |  |
| for the<br><i>Client</i> | SAFCOL<br>209 Aramist Avenue, Menlyn Maine<br>Pretoria, 0181 |  |
|                          |                                                              |  |

|                             |  |      |  |
|-----------------------------|--|------|--|
| Name & signature of witness |  | Date |  |
|-----------------------------|--|------|--|

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

**Schedule of Deviations to be completed by the *Client* prior to contract award.**

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the *Client* prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it. Insert particulars in place of this symbol and delete rows not required.

| No. | Subject | Details |
|-----|---------|---------|
| 1   |         |         |
| 2   |         |         |
| 3   |         |         |
| 4   |         |         |
| 5   |         |         |
| 6   |         |         |
| 7   |         |         |
|     |         |         |

By the duly authorised representatives signing this Schedule of Deviations below, the Client and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Client during this process of Offer and Acceptance.

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

|           | For the tenderer: | For the <i>Client</i> |
|-----------|-------------------|-----------------------|
| Signature |                   |                       |
| Name      |                   |                       |
| Capacity  |                   |                       |

|                             |                                                                                                    |                                           |
|-----------------------------|----------------------------------------------------------------------------------------------------|-------------------------------------------|
| On behalf of                | <b>SAFCOL SOC LTD</b><br><b>209 Aramist Avenue</b><br><b>Menlyn Maine</b><br><b>Pretoria, 0181</b> | (Insert name and address of organisation) |
| Name & signature of witness |                                                                                                    |                                           |
| Date                        |                                                                                                    |                                           |

## C1.2 TSC4 Contract Data

### Part one - Data provided by the Client

#### 1 General

11.1 The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Term Service Contract, June 2017 (with amendments January 2019).

|                                            |                                       |
|--------------------------------------------|---------------------------------------|
| Main Option                                | A – Priced contract with price list   |
| Option for resolving and avoiding disputes | W1                                    |
| Secondary Options                          | X1 – Price adjustment for inflation   |
|                                            | X2 – Changes in the law               |
|                                            | Z – Additional conditions of contract |
|                                            |                                       |
|                                            |                                       |

11.2(15) The *service* is

|                                                                                           |
|-------------------------------------------------------------------------------------------|
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|-------------------------------------------------------------------------------------------|

10.1 The *Client* is

|                                       |  |
|---------------------------------------|--|
| Name                                  |  |
| Address for communications            |  |
| Address for electronic communications |  |

|          |                                                                                   |                                                                             |
|----------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| 10.1     | The <i>Service Manager</i> is                                                     |                                                                             |
|          | Name                                                                              |                                                                             |
|          | Address for communications                                                        |                                                                             |
|          | Address for electronic communications                                             |                                                                             |
| 10.1     | The Affected Property is                                                          |                                                                             |
| 11.2(16) | The Scope is in                                                                   | Part 3: Scope of Work and all documents and/or drawings to which it refers. |
| 11.2(18) | The <i>shared services</i> which may be carried out outside the Service Areas are | Not Applicable                                                              |
| 13.1     | The <i>language of this contract</i> is                                           | English                                                                     |
| 12.2     | The <i>law of the contract</i> is the law of                                      | the Republic of South Africa                                                |
| 13.3     | The <i>period for reply</i> is                                                    | Two weeks                                                                   |
| 15.2     | The following matters will be included in the Early Warning Register              | Not applicable                                                              |

## 2. The Contractor's main responsibilities

|      |                                                                                                                                    |                |
|------|------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 20.4 | The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> at intervals no longer than | Not applicable |
|      | Data required by this section of the core clauses is provided by the <i>Contractor</i> in Part 2                                   |                |

## 3 Time

|      |                               |  |
|------|-------------------------------|--|
| 31.2 | The <i>starting date</i> is   |  |
| 30.1 | The <i>service period</i> is: |  |

#### 4 Quality management

40.2 The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is

Not applicable

#### 5 Payment

51.1 The *currency of the contract* is the

South African Rand

51.2 The period within which payments are made is

After 30 days

#### 6 Compensation events

63.12 The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is

Not applicable

#### 7 Title

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

#### 8 Liabilities and insurance

80.1 These are additional *Client's* liabilities

Not Applicable

83.3 Insurance  
Table row 3

The minimum amount of cover for insurance against loss of or damage to property (except Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Service for any one event is:

whatever the *Contractor* deems necessary in addition to that provided by the *Client*.

83.3 Insurance  
Table row 4

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is:

as prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* Common Law Liability for people

falling outside the scope of the Act with a limit of cover of not less than R \_\_\_\_ (Rands).

83.2

The *Contractor* provides these additional insurances

(1) Insurance against

Whatever the *Contractor* deems necessary in addition to that provided by the *Client*

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

## 9 Termination

There is no reference to Contract Data in this section of the core clauses

## Resolving and avoiding disputes

W1.4(1), W2.4(1) and W3.3(1)

The *tribunal* is

arbitration

W1.4(5), W2.4(4) and W3.3(4)

The *arbitration procedure* is

the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.

The place where arbitration is to be held is

South Africa

The person or organisation who will choose an arbitrator if the Parties cannot agree to a choice or if the *arbitration procedure* does not state who selects an arbitrator, is

W1.1(1)

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

|      |                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                    |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| W1.2 | Address for electronic communications                                                                                                                                                                     |                                                                                                                                                                                                                                                                    |
|      | The <i>Adjudicator</i> is (Name)<br><b>[It is always preferable to name the <i>Adjudicator</i> at time of award. If this can be done delete this data and insert the name and contact details below.]</b> | the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) |
|      | Address for communications                                                                                                                                                                                |                                                                                                                                                                                                                                                                    |
|      | Address for electronic communications                                                                                                                                                                     |                                                                                                                                                                                                                                                                    |
|      | The <i>Adjudicator nominating body</i> is:                                                                                                                                                                | the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.                                |

### X1: Price adjustment for inflation

X1.1(c) The proportions used to calculate the Price Adjustment Factor are

|    |                         |  |
|----|-------------------------|--|
| 0. | linked to the index for |  |
| 0. | linked to the index for |  |
| 0. | linked to the index for |  |
| 0. | linked to the index for |  |
| 0. | linked to the index for |  |
| 0. | non-adjustable          |  |

1.00

The *base date* for indices is

The *inflation adjustment dates* are

These indices are

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |

**Z: Additional conditions of contract**

The *additional conditions of contract* are

1

2

3

4

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

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

### 1 General

|                 |                                       |  |
|-----------------|---------------------------------------|--|
| 10.1            | The <i>Contractor</i> is              |  |
|                 | Name                                  |  |
|                 | Address for communications            |  |
|                 | Address for electronic communications |  |
| 11.2(20) & 16.3 | The <i>service areas</i> are          |  |
| 24.1            | The <i>key persons</i> are            |  |
|                 | Name (1)                              |  |
|                 | Job                                   |  |
|                 | Responsibilities                      |  |
|                 | Qualifications                        |  |
|                 | Experience                            |  |
|                 | Name (2)                              |  |
|                 | Job                                   |  |
|                 | Responsibilities                      |  |
|                 | Qualifications                        |  |
|                 | Experience                            |  |

## Payment

The tendered total of the Prices excluding VAT is

|  |
|--|
|  |
|--|

## Resolving and avoiding disputes

W1.1(1)

The *Senior Representatives* of the *Contractor* are

Name  
Address for  
communications  
Address for electronic  
communications

|  |
|--|
|  |
|  |
|  |

Name (2)  
Address for  
communications  
Address for electronic  
communications

|  |
|--|
|  |
|  |
|  |

## Part C2 Pricing Data

### C2.1 Pricing assumptions Option A Priced contract with Price List

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

Clause 11 in NEC4 Term Service Contract, (TSC4) Option A states:

**Identified and  
defined terms** 11  
11.2

(22) Defined Cost is the cost of the components in the Short Schedule of Cost Components.

(25) The Price for Service Provided to Date is the total of

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

Completed work is work without notified Defects, the correction of which will delay the work of the *Contractor*, the *Client* or Others.

(27) The People Rates are the *people rates* unless later changed in accordance with the contract.

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

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

### **Function of the Price List**

Clause 55.1 in Option A states: "Information in the Price List is not Scope". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Scope. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Scope". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

### **Link to the *Contractor's* plan**

Clause 31.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on the plan and each Task Order programme submitted for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 31.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(25).

### **Preparing the *price list***

Before preparing the *price list*, both the *Client* and tendering contractors should read the TSC4 Preparing a Term Service Contract User Guide pages 73 and 74. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the *service* to be provided. Alternatively the *Client*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that it requires the *Contractor* to include in the *price list* to be prepared and priced by it.

It is assumed that in preparing or finalising the *price list* the *Contractor*:

- Has taken account of the guidance given in the TSC4 Preparing a Term Service Contract User Guide relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Scope, as it was at the time of tender, as well as correct any Defects not caused by a *Client's* risk;
- Has priced work it decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is because of a compensation event.

### **Format of the *price list***

(From the example given in Chapter 5 of the TSC4 Preparing a Term Service Contract User Guide)

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## Part C3 Scope of Work

### ***C3.1: The Client's scope***

## Part C4: Affected Property

### **AP 100 Property owned by the *Client* that is affected by the work of the *Contractor***

|        |  |
|--------|--|
| AP 105 |  |
|--------|--|

### **AP 200 Property not owned by the *Client* that is affected by the work of the *Contractor***

|        |  |
|--------|--|
| AP 205 |  |
|--------|--|

### **AP 300 Property owned by the *Client* that is used by the *Contractor* in providing the *Service***

|        |  |
|--------|--|
| S 2005 |  |
|--------|--|

### **AP 400 property not owned by the *Client* that is used by the *Contractor* in Providing the *Service***

|        |  |
|--------|--|
| AP 205 |  |
|--------|--|