REQUEST FOR QUOTATIONS (RFQ)

You are hereby invited to submit Quotation for the requirements of SAFCOL SOC LTD		
RFQ number:	**RFQ/WB0090/2026**	
RFQ Issue Date	**17 November 2026**	
Closing date and Time	**01 December 2026 At 12:00PM**	
COMPULSORY/ NON COMPULSORY BRIEFING SESSION	**None**	
Briefing Session Date and Time: (IF APPLICABLE)	**None**	
RFQ validity period:	**60 days (commencing from the RFQ Closing Date)**	
RFQ Description:	**REFURBISHMENT TO BUILDING NUMBER 3000 – WOODBUSH PLANTATION, NEW-AGATHA.**	
RFQ enquiries must be emailed to :		**Jeanette Satekge** **Jeanette@safcol.co.za** **063 705 1530**
RFQ responses must be emailed to :		**RFQNorth@safcol.co.za** **Please use the RFQ Number on the subject of the email when responding to this RFQ**

NAME OF SERVICE PROVIDER:_____

TOTAL PRICE (INCL VAT):_____

CONDITIONS OF THIS RFQ

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

SPECIAL CONDITIONS OF THIS RFQ

- Accepted RFQ's will be communicated by way of an official purchase order or a promissory note signed by a duly authorised official . Accordingly no goods; services or works must be prepared or delivered before an official purchase order or a promissory note is received by the respondent, .
- All prices quoted must be firm and be inclusive of Value Added Tax(VAT), where applicable
- The lowest or any offer will not necessarily be accepted and SAFCOL reserves the right to accept any offer either in full or in part.
- The offer shall remain binding and open for acceptance by SAFCOL during the validity period indicated and calculated from the closing time and date of this RFQ.
- Safcol reserves the right not to make an appointment for this RFQ.
- Service Providers bidding as a Joint Venture - Consolidated BEE certificate in cases of Joint Venture

PROTECTION OF PERSONAL INFORMATION

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

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

REASONS FOR DISQUALIFICATION

Service providers will be disqualified for the following:

1. Non-compliance tax status at the time of award, verification of tax compliance status will be verified with Central Supplier Database(CSD) or through SARS's e-Filing. Service providers will be given 7 working days to rectify their tax compliance status with SARS. If the tax status is still non-compliant after 7 working days, the service provider will be disqualified from further evaluation.

2. Submitted information that is fraudulent; factually untrue or inaccurate for example membership that do not exist; B-BBEE credentials; experience etc.
3. Service providers who made false declarations on the Standard Bidding Documents or misrepresented facts and or;
4. Service providers who are listed on the National Treasury's Database of restricted suppliers and defaulters
5. Failure to quote in line with the specification

I hereby accept the above-mentioned conditions

This RFQ is subject to the general conditions of the RFQ, National Treasury's general conditions of contract (**GCC**) **and, if applicable, any other special conditions of contract (SCC)**.

NAME OF BIDDER (COMPANY NAME)…… SIGNATURE……

CAPACITY……. **DATE……..**

TERMS OF REFERENCE/SCOPE OF WORK

REFURBISHMENT TO BUILDING NUMBER 3000 – WOODBUSH PLANTATION, NEW-AGATHA

1. BACKGROUND

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

2. THE SITE

Woodbush Plantation – New Agatha section is located on the Old Coach road from Tzaneen 28km from Tzaneen, turn right into a gravel road and drive about 3km to reach the office

Plantation		Nearest town	Distance to Nearest town	Project Scope
Woodbush	23° 48' 13.36" S 29° 58' 58.22" E	Tzaneen	28Km	Refurbishment of building number 3000 – New Agatha

3. PROJECT SPECIFICATIONS:

Status

The Project Specification forms an integral part of the contract and supplements the Standard Specification. It contains the general description of the works, the site and the requirements to be met.

In the event of any discrepancy between a part or parts of the Standardized of particular Specifications and the Project Specifications, the Project Specifications shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and Bill of Quantities, the discrepancy shall be resolved by the Project managers before the execution of the work under the relevant item.

4. Project Scope:

The maintenance work to be carried out in this project shall include the following:

Roof works

Remove sheets
Removal of Faulty corrugated sheets and dispose
Repair trusses
Repairs to faulty truss members 114mm x 38mm
Replace purlins
Replacement of faulty purlins 76mm x 50mm

Install sheets
Supply and install sheets 0.6mm corrugated roof sheets to replace faulty sheets

Walls

Removal of all loose and badly dilapidated plaster and re-plaster, neaten to match existing.
Sealing of plaster cracks and neaten to match existing and removal of nails on existing walls– Finished good
Cleaning of old paint and washing walls with sugar soap, painting of internal walls with 7 year plus cream enamel paint– Smooth finish without paint brush lines

Ceiling

Clean flacking paint on ceiling and paint with two coats ceiling paints.
Tightening of cornices and associated repairs
Painting of ceiling boards

Plumbing works

Shower cubicle

Replacement of kitchen mixer and replace with cobra brand.
Removal of existing bathtub mixer and replace with cobra brand, both bathrooms.

Removal of existing bath tube and replace with new 2m long bath tube
Supply and installation of double bowl kitchen sink and cabinet complete

External

Repairs to concrete works on the steps outside

Delivery Adress

South African Forestry Company SOC Limited (SAFCOL)
SAFCOL New Agatha
Old Coach Road
Tzaneen 0850

Woodbush Plantation - Refurbishment of building number 3000

Item	Description	Unit	QTY	Rate	Amount
1	**Preliminary and General** (Defined works area, Inspection of site, Existing premises Occupied, protection of existing services, works and equipment management of works program for works, labour and plant, telecommunications, insurance and all other overheads. **SUPPLEMENTARY PREAMBLES TO PAINT WORK** **Previously painted plastered surfaces** Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed, and cracks shall be opened, filled with a suitable patching plaster and finished smooth. Surfaces previously painted and being redecorated. shall have the old distemper completely removed. by wetting scrapping the surfaces, filled as above, where necessary and rubbed down ready to receive the new finish. *Note: Remove all flakes with a peeling agent* *Rinse with clean water. Allow 48 hours to dry Fill cracks.* *and defects with interior crack filler. Sand down.* *to a smooth and even surface.* Surfaces previously lime washed and being redecorated. shall be wire brushed to remove loose, flaking or powdered lime washed, filled as above where necessary, and left ready for new lime wash, filled as above where necessary and left ready for new lime wash. If a finish other than lime wash is to be applied, the oil lime wash must be completely removed, *Large cracks will refer to cracks going through brick walls.* *and minor cracks shall be cracks up to 5mm within the plaster* **Bad Plaster**	sum	1		
2	Remove all loose and bad plaster and re-plaster with type 1 plaster wood float finished to match existing	m²	35		

		Carry forward			

Woodbush Plantation - Refurbishment of building number 3000

Item	Description	Unit	QTY	Rate	Amount
		Brought forward			
	Apply two coats of 7 years plus Textured Kalahari sand or approved similar product application rate of not more than 6m² per litre per coat or as recommended by manufacturer. Tendered price to include removal of nail in some walls and neaten area.				
3	Paint internal walls as specified.	m²	275		
	Apply two coats of 7 years plus enamel cream or approved similar product application rate of not more than 6m² per litre per coat or as recommended by manufacturer. Tendered price to include removal of nail in some walls and neaten area.				
4	Paint external walls as specified.	m²	235		
	REMOVAL WORKS				
5	Safely removal of faulty corrugated roof sheets and dispose	m²	285		
	ROOF WORKS RECONSTRUCTION				
6	Replace faulty truss members in 114mm x 38mm secured to existing truss alignment	m	80		
7	Supply and install 76mm x 50mm CCA treated timber purlins secured to trusses using hurricane clips	m	60		
8	Collect from stockpile, corrugated roof sheets, and install on purlins	m²	125		
9	Supply and install 0.6mm thick corrugated roof sheets factory painted deep green	m²	160		
10	Sealing of old roof screw holes on existing sheets tight with pre-cut membrane as per industry standards and painting with two coats with **DEEP GREEN** roof paint	m²	280		
11	Repairs to faulty knotty pine ceiling	m²	14		

Item	Description	Unit	QTY	Rate	Amount
			Brought forward		
	CEILING WORKS				
12	Cleaning of peeling paint on ceiling and repaint complete	m²	180		
	Doors and Frames				
13	Clean all flacks, apply first paint coat, allow to dry apply final to doors and door frames both on the inside and outside of doors and door frames.	no	10		
	windows				
14	Clean all flacking paint on putty, Replace badly cracked putty and paint inside of all windows.4XND11F,2xND45,1XNE4,1XNE1, 2xNC1,1xND2f	no	11		
	Repairs to steps				
15	Breaking of existing concrete 1.5m x 1.5m x 75mm thick on the steps in the lounge and cast new fresh concrete to repair steps and finished with wood float	m2	2,25		
	Replace bath tube				
16	Removal of existing bath tube and replace with new 2m long fibreglass bathtube complete with clean and waste water connections	no	1		
17	Supply and install cobra brand bath mixer	no	1		
	Kitchen works				
18	Removal of kitchen cabinet portion and replace with cabinet for double bowl kitchen sink up to 1.5m lonk and 0.9mm high with two doors and drawers	no	1		
19	Supply and install double bowl kitchen sink complete with clean and wastewater connection	no	1		
20	Chase wall and install 15mm copper pipe with two elbos and two male adators for sink mixer to feed kitchen sink position	no	1		
			Carry to summary Sheet		

SUMMARY SHEET

WOODBUSH PLANTATION

No	WOODBUSH PLANTATION	AMOUNT
1	Refurbishment of building number 3000	
	Total	

Add Vat @ 15% _____

TOTAL COST OF PROJECT _____

Name of tenderer : _____

Address of tenderer : _____

_____

_____

_____

Signature of tenderer : _____

RETURNABLE DOCUMENTS

- Fully completed and signed RFQ
- Official Quotation on the company letter head
- Latest Tax Clearance
- Latest BBBEE certificate- SANAS Accredited or sworn affidavit for EME/QSE
- CSD Report or (MAAA number)
- ID copies of company directors

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

…….. ……

Name (print) **Signature**

…….. ……..

Capacity **Date**

Evaluation Criteria

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

Phase 1: Administrative Compliance Evaluation

Phase 2: Mandatory Requirements

Phase 3: Price and Specific Goals Evaluation

Phase 1: Administrative Compliance requirements

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

Phase 2: Mandatory Requirements

No.	Description:	Comply	Do not comply
1.	A Valid Letter of good standing with COIDA		
2.	Financial Capacity. (The service provider must submit Bank statement not older than a week from the closing date of the RFQ or proof of funding from a financial service provider accredited by NCR. NB: Bank statement or proof of funding must be in line with the quoted amount.		
3.	CIDB registration 1GB or higher		
4	Attach 3 completion Certificates for similar works executed		
5.	Experience of key personnel. (Key personnel must have experience in building construction. Attach CV of key personnel		

Phase 3: Price and Specific Goals Evaluation

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

CRITERIA	POINTS
Price	80
Specific Goals	20
TOTAL	**100 points**

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

Criteria	Points (80/20 system)
At least 51% Black Ownership	10
At least 51% Black Women Owned	5
At least 51% Black Youth Owned	3
At least 51% Owned By People With Disabilities	2
Total Points	**20**

DOCUMENTS REQUIREMENT FOR VERIFICATION OF POINTS ALLOCATION: -

No.	Procurement Requirement	Required Proof Documents
2.1	At least 51% Black Ownership	• CIPC registration documents • B-BBEE certificate/sworn affidavit • South African Identification Document
2.2	At least 51% Black Women Owned	• CIPC registration documents • B-BBEE certificate/sworn affidavit • South African Identification Document
2.3	At least 51% Owned By People With Disabilities	• Letter from the Doctor confirming Disability • South African Identification Document
2.4	At least 51% Black Youth Owned	• CIPC registration documents • B-BBEE certificate/sworn affidavit • South African Identification Document
2.5	100% Local Content	• Fully completed SBD6.2 • Fully completed Annexure C
2.6	Implementation of RDP goals (Locality) Points=0	• Proof of residence in a form of a Municipal Bill or letter from recognized council confirming business address of the bidder • South African Identification Document

SAFCOL SUPPLIER CODE OF CONDUCT

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

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

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

NAME OF BIDDER (COMPANY NAME)…… SIGNATURE……

CAPACITY…… DATE……

SBD4

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[1] 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.

2.2

Full Name	**Identity Number**	**Name of State institution**

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

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

2.2.1 If so, furnish particulars:

……

……

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

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] 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

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

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 bidder

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total Points for PRICE and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
At least 51% Black Ownership	10	
At least 51% Black Women Owned	5	
At least 51% Black Youth Owned	3	
At least 51% Owned By People With Disabilities	2	
Price	80	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deem necessary.

	.....
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....
	.....
	.....
	.....

NEC4 Engineering and Construction Short Contract, (ECSC4)

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: **REFURBISHMENT TO BUILDING NUMBER 3000 – NEW-AGATHA.**
The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender. By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	**R**
Value Added Tax @ 15% is	**R**
The offered total of the Prices inclusive of VAT is[3]	**R**
(in words)	

Required

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 .....

SIGN HERE

For the tenderer: ***(Insert name and address of organisation)***

.....

Witness (s)

Signature(s) .....

Name(s) .....

[3] This total is required by the *Client* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

Acceptance

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

The terms of the contract, are contained in:

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

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Client during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the *Client* in writing of any reason why it cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature .....

Name(s) .....

Capacity .....

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

Witness Name(s) .....

Signature .....

Schedule of Deviations.

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

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

By the duly authorised representatives signing this Schedule of Deviations below, the Client and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Client during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

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

C1.2 ECC4 Contract Data

Part one - Data provided by the *Client.*

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

1 General

General	The *conditions of contract* are the core clauses of the NEC4 Engineering and Construction Short Contract, June 2017 with amendments January 2019.		
10.1	The *Client* is	**South African Forestry Company SOC Limited**	
Z1.1	The Project Manager is	**Mr Selby Mwelase**	
	Address for communications	**Pretoria Office, 209 Aramist Avenue, Menlyn Maine, Pretoria, 0081**	
	Telephone Number	**+2713 754 2700**	
	Cell Number	**TBA**	
	Email Address	SelbyM@safcol.co.za	
11.2(14)	The *works* are	**REFURBISHMENT TO BUILDING NUMBER 3000 – WOODBUSH PLANTATION, NEW-AGATHA**	
11.2(15)	The Scope is in	Part C3: Scope of Work	
11.2(16)	The Site Information is in	Part C4: Site Information	
13.1	The *language of this contract* is	English	
12.2	The *law of the contract* is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.3	The *period for reply* is	7 Days	except that
	• The period for reply for	Electrical Defects	is 24 Hours
	• The *period for reply* for	Plumbing Defects	is 24 Hours

2 The Contractor's main responsibilities

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

3 Time

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

Quality management

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

5 Payment

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

6 Compensation events

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

7 Title

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

8 Liabilities and Insurance

If there are additional Client Liabilities:

80.1	There are no additional *Client's* Liabilities
83.3 Insurance Table row 3	The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is: **whatever the *Contractor* deems necessary in addition to that provided by the *Client*.**
83.3 Insurance Table row 4	The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is: **as prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended and whatever the *Contractor* deems desirable in addition.**

9 Termination and Resolving Disputes

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

93. Dispute Resolution

93.2(1) The *Adjudicator*	Within 2 weeks after declaring a dispute and if the *Adjudicator* was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the adjudicator within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *adjudicator* for the Contract.

	The Parties promptly appoint the selected adjudicator under the NEC4 Dispute Resolution Service Contract, June 2017 (with amendments January 2019). The adjudicator becomes the Adjudicator following the last signature of a party to such contract. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
93.2(2) The *Adjudicator nominating body* is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (see www.ice-sa.org.za) or its successor body.
93.4 The *tribunal* is	Arbitration a) The arbitration procedure is the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body. b) The place where arbitration is to be held is Pretoria, South Africa. c) The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator, is the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

Z: *Additional conditions of contract*

The *additional conditions of contract* are:

Z1 Key Persons	Z1.1 The *Client* shall appoint a Project Manager/ Supervisor who acts as the *Client's* representative during the implementation of the Project. Z.1.2 The *Contractor* shall appoint a Site Agent who acts as the *Contractor's* representative during the implementation of the Project.
Z2 Tax invoices	**Z2.1 The *Contractor*'s invoice.** Invoices submitted by the *Contractor* to the *Client* include: • the details stated in the Scope to show how the amount due has been assessed, and the details required by the *Client* for a valid tax invoice. Z2.2 Delete the first sentence of core clause 51.1 and replace by: Each payment is made by the *Client* within 30 days of receiving the *Contractor*'s invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.
Z3 Retention	Z3.1 The amount retained remains at this amount until the Defects Certificate has been issued for works other than the electrical and mechanical systems of the works. This amount is halved in the next assessment after the issuing of such Defects Certificate and remains the same until the Defects Certificate for the identified electrical, wet services

	and mechanical systems has been issued. No amount is retained in the assessments made after the last Defects Certificate has been issued.
Z4 Acts or omissions by mandatories	Z4.1 In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Contractor* hereby agrees that the *Client* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Contractor* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Contractor* and the *Contractor* contemplated in section 37(2).
Z5 Single value for the direct fee percentage.	Z5.1 The direct fee percentage and the subcontracted fee percentage are equal.
Z6 Contractual obligations to be met prior to the *starting date*	Z6.1 The following suspensive criteria are to be met prior to the Contractor establishing themselves on site: (1) finalisation of the Accepted Programme, based upon the programme submitted at tender stage. (2) conclusion of employment contracts with local labourers to be employed in the performance of the contract. (3) dentification of the individuals who will be the recipients of skills training programmes. (4) conclusion of the subcontract agreements with the Targeted Enterprises to be engaged in the performance of the contract. (5) identification of the individuals who will be the recipients of skills training programmes. (6) letter of good standing from the Compensation Fund and SARS Certificate - showing UIF and COID.
Z7 Cession and assignment	Z7.1 Neither party may cede or assign this Agreement or any of its rights and/or obligations hereunder without the prior written consent of the other party first having been had and obtained, which consent will not be unreasonably withheld. Any assignment or cession without such written consent shall be null and void. Z7.2 Notwithstanding the above, the *Client* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations. Z7.3 A Cession shall only be applicable to the transfer of right to payment for services rendered by a service provider to a Financial Service Provider (FSP) or State Institutions.
Z8 Joint ventures	Z8.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then

	these persons or organisations are deemed to be jointly and severally liable to the *Client* for the performance of this contract. Z8.2 Unless already notified to the *Client*, the persons or organisations shall notify the *Client* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf. Z8.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Client* having been given to the *Contractor* in writing.
Z9 Waiver and estoppel	**Add to core clause 12.3.** Z9.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the Representatives or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z10 Health, safety and the environment	Z10.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*: • accepts that the *Client* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property; • warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *works*; and undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing. Z10.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
Z11 Reporting	Z11.1. The Contractor shall attend project progress meetings to be held at the reasonable instance and request of the Client to discuss matters indicated in the Contract Data. Z8.2.0The Contractor will report directly to the *Client's* **Project Manager** or to their nominees/successors-in-title on all indicated in the Contract Data.

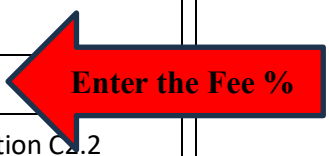
Z12 Confidentiality	Z12.1. The Contractor acknowledges that during the execution of this Agreement and meetings with the Client, and for the purpose of carrying out its obligations in terms of this agreement, the Contractor will gain access to Confidential Information that may be of a secret and confidential nature, which is not available in the public domain. Z12.2. The Contractor hereby agrees to hold and retain such Confidential Information in the strictest confidence without limiting the aforegoing, whether orally, visually or in computer language or by reason of inspection of documentation or other matter, to prevent any copying thereof by whatever method and not to make use thereof other than for the purpose of the execution of this agreement and to release it only to such properly authorised directors, employees or third parties requiring such information for the purpose of the execution of this agreement. Z12.3. The Contractor further agrees not: (1) to disclose such Confidential Information to any person whomsoever, other than as may be required by law or to their employees (which shall include any directors) agents, professional advisors and/or service providers. (2) Before revealing such Confidential Information to any such employees, agents, professional advisors and/or service providers, the Contractor undertakes to procure that the employees, agents, professional advisors and/or Service providers sign a similar undertaking in favour of the designated person and that they are aware of the confidential nature of the information being made available to them. (3) The Contractor undertakes to ensure that its employees will observe and comply with their obligations in respect thereof, whether or not they remain employees; and (4) to directly or indirectly use for their benefit or for the benefit of any other person, such Confidential Information other than for the purposes contemplated in this Agreement. (5) The Contractor acknowledges that the aforesaid Confidential Information is being made available solely for the purpose of this agreement and for no other purpose whatsoever, and that such information would not have been made available but for this undertaking; and (6) For purposes of this undertaking “Confidential Information” shall without detracting from the general meaning include employment contracts, letters, telexes, telefaxes, agreements, formulae, processes and manufacturing methods, inventions or patents whether actual or proposed and whether in writing or otherwise or any information that is or may be of value to any of us whether directly or indirectly. This undertaking shall remain valid for a period of 5 (five) years after the termination of this agreement for whatever reason.

Z13 Restriction of Supplier	Z13.1 In accordance with National Treasury Regulations, the Client may restrict suppliers, shareholders, and directors from future business with all organs of state. Grounds for such restriction include but are not limited to: (1) Failure to honour an awarded contract, even after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents; (2) Failure to execute or perform the deliverables (in whole or partially) according to the agreed scope or specification (Poor Performance) or for breaching a condition of the contract; (3) Collusive bidding; (4) Acting in a fraudulent manner; (5) Misrepresentation of facts; (6) Fronting or providing false information regarding B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations; (7) Failure to declare sub-contracting arrangements; (8) Failure to comply with the Suppliers Code of Conduct of the Client. (9) Causing the Client damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor; and/or (10) Litigating against the Client in bad faith.

Part 2 – Data provided by the *Contractor.*

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

1 General			
10.1	The *Contractor* is	[●]	
	Contact person		[●]
	Address for communications		[●]
	Address for electronic communications		[●]
	Telephone No:		[●]
11.2(8)	The *fee percentage* is		[●]%
11.2(13)	The Price List is in		Part 2 Pricing Data Section C2.2



11.2(13)	The tendered total of the Prices including VAT is	R (ZAR)

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

Z.1.2 The *Contractor's* key persons are

The key person	[●]
Job tittle	Construction Manager (Site Agent)
Responsibilities	The management of the physical construction processes and the coordination, administration, and management of resources on the Site including the programming and sequencing of activities.
Qualifications	
ID Number	

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

Part C2 Pricing Data

(i) C2.1 Pricing assumptions

How work is priced and assessed for payment

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

Identified and defined terms	11 11.2	(12) The Price for Work Done to Date is the total of - the Price for each lump sum item in the Price List which the Contractor has completed and - where a quantity is stated for an item in the Price List, an amount is calculated by multiplying the quantity which the Contractor has completed by the rate. (13) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.



Part C3 Scope of Work

1. Description of the works	
Project objectives	SAFCOL is a state-owned forestry company listed as Schedule 2 major public entity in terms of the Public Finance Management Act 1 of 1999. It was established in 1992 following the promulgation of the Management of State Forest Act 128 of 1992 to promote the development in the long term of the forestry industry according to accepted commercial management practice in South Africa. The construction of a multipurpose centre is part of SAFCOL's CSI interventions and contributes towards the Shareholder compact targets for CSI. A Multipurpose Centre will be a game changer for the community as it provides impact in the following areas: 1. Social: Provides a central gathering place for community members to come together and socialise, building a sense of community and promoting social cohesion. 2. Economic: Serves as a hub for economic activities such as small-scale entrepreneurship, craft making, or food processing, providing opportunities for employment and income generation for community members. 3. Educational: Used as a learning centre, providing access to educational resources, and serving as a venue for workshops, seminars, and training sessions. Helps to improve educational outcomes in the community and build capacity in various areas. 4. Health: The centre may also be used as a health centre, providing access to basic health care services, such as first aid, immunisations, and health education. 5. Cultural: The centre may serve as a space to promote and preserve local culture and traditions, showcasing art, music, dance, and other forms of cultural expression. The Client's objective with this procurement is to secure the services of a competent main contractor with appropriate and relevant experience in the Removal and disposal of asbestos walls and replace with blockwork.
Description of the *works*(general only)	SAFCOL require the services of a competent Contractor for the Refurbishment to building number 3000 – New-Agatha •

2. Drawings

Drawing Number	Revision	Tittle

3. Transformation and Enterprise Development Requirements

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

d.	**Form and format of subcontract agreements**
	(i) **All subcontractors shall be appointed in accordance with either the requirements of the NEC4 Engineering and construction Subcontract (ECS). Templates for the Contract Data may be obtained from the Project Manager. The Project Manager and the *Client* must be consulted prior to the Contractor entering into any subcontract agreement.** (ii) **The Contractor submits the name of each proposed subcontractor to the Project Manager for acceptance. A reason for not accepting the subcontractor is that his appointment will not allow the Contractor to Provide the Works or the subcontractor does not comply with transformation requirements. The Contractor does not appoint a proposed subcontractor until the Project Manager has accepted him.**
e.	**Engagement with targeted enterprises for subcontracting**
	(i) **Targeted Enterprises have been defined in this contact as:** – **black women owned entities (51% ownership and above);** – **youth owned entities (at least 51% owned by youth);** – **entities owned by persons with disabilities (at least 51% owned by PWD),** – **Procurement from black owned entities (At least 51% ownership)** (ii) **Contractors will be required to identify which items they intend to subcontract to Targeted Enterprises, and to provide the breakdown of rates which will be applicable to these Targeted Enterprise subcontractors to the Project Manager. The rates for Targeted Enterprises are to be broken down into materials, labour and equipment categories.**
f.	**Attendance and coordination of subcontractors, suppliers and other parties**
	(i) **The Contractor is required to coordinate activities with all contractors doing work in the same area and on the same site. This applies to subcontractors, suppliers and other parties that are required to perform any works on the site.**

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

Title	Description
General constraints	(i) Tight project implementation timelines. (ii) Adhering to any environmental guidelines or standards. (iii) Construction activities must be confined to the allocated site, without encroaching on neighbouring properties. (iv) Stakeholder engagement and activism. (v) Safety and security of the site.
Engagement of subcontractors	(i) Proposed subcontractors for shall comply with the following: – For Electrical Installations - Registration with the Electrical Contractors Associations of South Africa or Certified copy of the Qualification of a registered 3 phase electrician / electricians. (3 phase wireman's license). – For Building works – CIDB Grading 1GB or Higher.

5. Planning and programming

Site establishment

a.	**Key personnel**	(i) Site agent (Contraction Manager) (ii) Health and Safety Officer
b.	**Requirements:**	(i) A programme is required for the construction of the multipurpose centre. The programme is essential for planning, coordinating, monitoring, and reporting on the project's progress.
c.	**Development**	(ii) The anticipated construction period for the works is as stated in the Contract Data. The Contractor will arrange for the procurement of material, fittings and specials immediately after commencement date. All contractual obligations stated in the Contract Data must be complied with prior to the *starting date* (establishment on site). (iii) The Contractor shall programme his work as per the provisions contained in the contract. Detailed coordination shall be undertaken with other contractors, subcontractors and suppliers that are engaged in the scope of works.
d.	**Format**	(i) The programme should be presented in a Gantt Chart format using project management software like Microsoft Project, Microsoft Excel, or similar platforms. This allows for clear visualization of tasks, their durations, dependencies, and milestones.
e.	**Information to be Displayed**	(i) The programme should, at a minimum, display the following high-level activities: – **Pre-construction phase**: Site preparation, and Mobilization of resources. – **Construction phase**: Foundation and substructure works, Superstructure construction, roofing and external works, internal finishes, and installations (electrical and plumbing). – **Testing & commissioning phase**: System testing (e.g., electrical, plumbing), rectification of defects, and final inspections and certifications. – **Handover & closeout**: Client walkthrough and handover, documentation submission (e.g., warranties), project closeout and demobilization.
f.	**Submission timelines**	(i) The initial programme should be submitted within two weeks of the contract award date. This allows the project team to review, make necessary adjustments, and approve it before major works commence.
g.	**Updates:**	(i) The programme is to be updated bi-weekly or prior to each project progress meeting. This ensures that the project team is always working with the most current information. Significant changes or deviations from the original programme should be highlighted and communicated immediately.
h.	**Project Progress Meetings**	(i) Fortnightly progress meetings will be scheduled during the construction period. The Contractor's representative on site shall be present at all scheduled progress meetings and shall furthermore

	make themselves available for ad hoc meetings when called by the Project Manager. (ii) The *Contractor* and the *Project Manager* use the requirements of the early warning processes described in core clause 15, to in addition manage the progress of the *works* inclusive of – reviewing the progress of the *Contractor* in achieving the objectives of the project, – allowing the *Contractor* to demonstrate from the current Accepted Programme its progress and planned activities for the coming 4 weeks, – acting as a combined management team by discussing reviewing and making decisions required in terms of the contract, and in doing so – cultivate a spirit of co-operation and mutual trust for the benefit of both Parties and all who attend and – attending to any other issues considered relevant by either Party and the *Project Manager*. (iii) Early warning meetings may be convened at either Party's premises on an alternating basis as agreed between the *Contractor* and the *Project Manager* or otherwise all meetings are held at the Site. The *Project Manager* chairs the meeting. (iv) Informal reviews or meetings may be held at the premises of either Party throughout the duration of the contract on a non-interference basis. These informal reviews require no additional preparation and are intended to support communication between the *Project Manager* and the *Contractor*.

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

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

7. Other requirements

Item	Date by which it will be provided

a.	**Electronic payments**	(i) The *Client* makes all payments electronically, via EFT directly to the nominated bank account of the *Contractor*. Prior to the first payment certificate, the Contractor shall provide the Project Manager with the (ii) stipulated bank account details into which all payments under this contract will be made, complete with suitable verification from the bank concerned. No changes will be made to this bank account unless (iii) requested in writing by the Contractor's signatory to the contract, stating the reasons why the account has been changed, and what the new banking details should be, complete with suitable verification from the bank concerned.
b.	**Daily records**	(i) Detailed daily records pertaining to the labour employed, equipment on site (and its purpose) meetings and other activities and events must be maintained in a format acceptable to the Project Manager. (ii) The Project Manager may identify additional data and records that are to be kept on a daily basis and captured on the reporting formats stipulated by the Project Manager.
c.	**Payment certificates**	(i) The Project Manager will provide the Contractor with a format for the preparation of payment certificates. This format must be adhered to in order to comply with SAFCOL's payment procedures and reporting.
d.	**Compliance with the law**	(i) The onus lies on the Contractor to keep and maintain proof of compliance with any of the laws applicable to the role they play in the delivery of the project. (ii) The onus lies on the Project Manager and Client to keep and maintain proof of compliance with any of the laws applicable to their roles in the delivery of the project.

8. SHE requirements

a.	**Occupational Health and Safety**	(i) All personnel performing work on site/s as part of this contract are required to obtain safety induction. (ii) Over and above the obligations provided by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the *Contractor* meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment including closed safety shoes, hard hats, height safety equipment, and high visibility vests are worn at all times while on the Site. All personnel are to obey the relevant instructions, including signage related to restricted access on sites.

	(iii) The *Contractor*, from the s*tarting date* until the Defects Certificate has been issued, is responsible for itself, its employees, and those people affected by its operations in terms of the Act and the regulations promulgated in terms thereof. The *Contractor* performs all work and uses Equipment on Site complying with the provisions of the Act. (iv) To this end, the *Contractor* shall make available to SAFCOL a valid Letter of Good Standing in terms of the COID Act and ensure its validity does not expire while executing this contract, where applicable. The *Contractor* furnishes its registration number with the office of the Compensation Commissioner. (v) The *Contractor* maintains a health and safety file complying with the requirements of The Act at the work Site during the period that contracted work takes place on the Site. (vi) The file is submitted to the *Project Manager* for acceptance before any work is carried out on the Site. (vii) The *Client* manages the *Contractor* in its capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The *Contractor* accepts liability for any contraventions to the Act. Each member of the *Contractor*'s team (including sub-contracted personnel), submit a signed indemnity form prior to entering the Site and kept in the *Contractor*'s health and safety file"

9. Project related annexures.

Item	Description
Annexure 1	Supplier Code of Conduct
Annexure 2	SHE Standard

Part C4 Site Information

1. Site Information

Site Information for Multipurpose Centre Construction:
Location: Woodbush plantation – New Agatha section is located on the Old Coach road from Tzaneen 28km from Tzaneen, turn right into a gravel road and drive about 3km to reach the office
Size and Shape:
Access: Woodbush plantation – New Agatha section is located on the Old Coach road from Tzaneen 28km from Tzaneen, turn right into a gravel road and drive about 3km to reach the office