



WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

NEC4 ENGINEERING AND CONSTRUCTION SHORT CONTRACT (ECSC4)
16B – Delivery & Maintenance of Infrastructure
 Template Version 1.05 – January 2022

TENDER No : **WCNCB 11/06/2022**

PROJECT TITLE : **DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS**

TENDER CLOSING : **22 July 2022 @ 11:00**

<u>CLIENT</u>		<u>CLIENT'S REPRESENTATIVE</u>	
Western Cape Nature Conservation Board T/A CapeNature		Architecure Co-op	
<u>PHYSICAL ADDRESS</u>	<u>POSTAL ADDRESS</u>	<u>PHYSICAL ADDRESS</u>	<u>POSTAL ADDRESS</u>
PGWC Shared Services cnr Bosduif & Vostruis Str Bridgetown, Gatesville 7764	Private Bag X29 Gatesville 7766	9 Westerford Road Rondebosch Cape Town 7700	9 Westerford Road Rondebosch Cape Town 7700
Contact: Ramese Mathews		Contact: Justin Cooke	
Email: rmathews@capenature.co.za		Phone: 083 232 9451	
		Email: justin@architecturecoop.co.za	

NOTE:

All returnable documents as listed on page 13 in this document, including the Form of Offer C1.1 on page 35 must be completed in full and signed. The entire document, from page 1 through 71 must be submitted with your bid. Non-compliance will render your tender invalid.

Name of Tenderer:

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

IMPORTANT NOTICE: Please DO NOT disassemble or dismember this document. DO NOT insert any attached pages to returnable schedules within the page sequence of the document. All additional pages must be attached AFTER the last page of the document and clearly marked to which returnable schedule they belong.

CONTENTS	
The Tender	
Part T1: Tendering procedures	Page 3
T1.1 Tender notice and invitation to tender	Page 4
T1.2 Tender Data	Page 6
Part T2: Returnable documents	Page 12
T2.1 List of returnable documents	Page 13
T2.2 Returnable schedules	Page 14
The Contract	Page 33
Part C1: Agreement and Contract Data	Page 34
C1.1 Form of Offer and Acceptance	Page 35
C1.2 Contract Data	Page 39
Contract Data Part One: Data provided by the <i>Client</i>	Page 39
Contract Data Part Two: Data provided by the <i>Contractor</i>	Page 44
Part C2: Pricing Data	Page 45
C2.1 Pricing assumptions & instructions	Page 46
C2.2 Pricing schedule	Page 49
Part C3: Scope of Work	Page 51
Scope	Page 52
Part C4: Site Information	Page 69
Appendix: Drawings, schematics & annexures	Page 71

Tender No **Error! Reference source not found.**

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Part T1: Tendering procedures	
T1.1 Tender notice and invitation to tender	Page 4
T1.2 Tender Data	Page 6

Tender No **Error! Reference source not found.**

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

T1.1 Tender notice and invitation to tender

The **Western Cape Nature Conservation Board T/A CapeNature, WESTERN CAPE GOVERNMENT**, invites tenders for Tender No WCNCB 11/06/2022: **DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS**.

It is estimated that tenderers should have a CIDB contractor grading designation of **5GB** or higher.

Preferences are allocated to tenderers for Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution.

Local Content and Production conditions apply.

Documents will be available after **08:00 from 24 June 2022**.

Tender documents are available for download from the eTender Portal of National Treasury, at <https://www.etenders.gov.za>, and are free of charge.

Documents issued in electronic format must be requested by sending an email to tenders@capenature.co.za stating a return email address, the tender number, name of requesting entity, CSD registration number and CIDB registration number (if applicable) of the entity. **It is the tenderer's responsibility to ensure that it obtains all the necessary documents/electronic files required for submission of a complete tender.** Documents electronically issued via email are free of charge.

The physical address for collection of hardcopy tender documents is:

Western Cape Nature Conservation Board T/A CapeNature
PGWC Shared Service Centre, 3rd Floor, cnr Bosduif & Vostruis Str, Bridgetown, Gatesville.

Hard copy tender documents are available at no charge.

Queries relating to the technical specification of these documents may be addressed to:

Name:	Architecure Co-op
Phone:	083 232 9451
Email:	justin@architecturecoop.co.za

The closing time for receipt of tenders is 11:00 AM on 22 July 2022. Facsimile, copied and late tenders will not be accepted.

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

A compulsory site/clarification meeting with representatives of the *Client* will take place at:

Location: De Mond Nature Reserve, near Bredasdorp
Date: 01 July 2022
Starting Time: 11:00AM

Supplier Database Registration

All **prospective** Service Providers **must** be registered on:

- a) The Central Supplier Database (**CSD**), and
- b) The Western Cape Supplier Evidence Bank (**WCSEB**)

All prospective Service Providers who are not registered on the CSD are requested to self-register via www.csd.gov.za. Should assistance be required for the registration on the WCSEB you may contact the help centre at 021 833 5361 or an email can be directed to wcseb@westerncape.gov.za.

All Service Providers duly registered on the WCSEB are also requested to annually update their WCBD4, Declaration of Interest as well as their B-BBEE Rating Certificate or Sworn Affidavit in their original formats to the address below (copies, faxed or emailed copies will not be accepted):

**Provincial Treasury, 4 Waterford Place, 2nd Floor, Century City, Cape Town, or
Private Bag X9165, Cape Town, 8000**

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

T1.2 Tender Data

The Conditions of Tender are the **Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts, August 2019**, as per Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and any erratum notices issued thereafter (see www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this bid. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Tender Data						
C.1	General						
C.1.1	In this document " <i>Client</i> " means the "employer" as referenced in the Standard Conditions of Tender, and the terms may be used interchangeably in this document. The <i>Client</i> is Western Cape Nature Conservation Board T/A CapeNature , who will be assisted by THE DEPARTMENT OF TRANSPORT AND PUBLIC WORKS, WESTERN CAPE GOVERNMENT in the execution of this Contract.,						
C.1.2	Tender Documents The Tender Document (this document), issued by the <i>Client</i> and comprising the following parts: Part T: The Tender Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender Data Part T2: Returnable Documents T2.1 List of returnable documents T2.2 Returnable schedules Part C: The Contract Part C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data: Contract Data Part One: Data provided by the <i>Client</i> Contract Data Part Two: Data provided by the <i>Contractor</i> Part C2: Pricing Data C2.1 Pricing assumptions & instructions C2.2 Pricing schedule Part C3: Scope of Work Part C4: Site information Appendix: Drawings, schematics & annexures This tender document must be completed in black ink and contains the "returnable documents" which must be completed in terms of submitting a tender offer.						
C.1.4	The <i>Client's</i> Agent is: <table border="1" style="width: 100%;"> <tr> <td>Name:</td> <td>Architecure Co-op</td> </tr> <tr> <td>Address Line 1</td> <td>9 Westerford Road</td> </tr> <tr> <td>Address Line 2</td> <td>Rondebosch</td> </tr> </table>	Name:	Architecure Co-op	Address Line 1	9 Westerford Road	Address Line 2	Rondebosch
Name:	Architecure Co-op						
Address Line 1	9 Westerford Road						
Address Line 2	Rondebosch						

Clause	Tender Data								
	<table border="1"> <tr> <td>Address Line 3</td> <td>Cape Town</td> </tr> <tr> <td>Postal Code:</td> <td>7700</td> </tr> <tr> <td>Contact no:</td> <td>083 232 9451</td> </tr> <tr> <td>Email address:*</td> <td>justin@architecturecoop.co.za</td> </tr> </table> <p>* Address for electronic communications</p>	Address Line 3	Cape Town	Postal Code:	7700	Contact no:	083 232 9451	Email address:*	justin@architecturecoop.co.za
Address Line 3	Cape Town								
Postal Code:	7700								
Contact no:	083 232 9451								
Email address:*	justin@architecturecoop.co.za								
C.2	Tenderer's obligations								
C.2.1	Only those tenderers who are registered with the CIDB and whose registrations are active at close of tender and who satisfy the grading requirement of a CIDB grading of a 5GB or higher, as calculated in terms of the CIDB regulations, are eligible to have their tenders evaluated.								
C.2.7.1	<p>A compulsory site/clarification meeting with representatives of the <i>Client</i> will take place at:</p> <p>Location: De Mond Nature Reserve, near Bredasdorp Date: 1 July 2022 Starting Time: 11:00AM</p> <p>THE FOLLOWING CONDITIONS APPLY:</p> <ul style="list-style-type: none"> (a) A tender will automatically be disqualified if the meeting is not attended by a representative of the tendering entity. (b) Representatives of tendering entities must complete and sign the meeting attendance register, providing full details as required on the register, failure of which will disqualify the tender. (c) The name of the lead entity in an envisaged consortium/joint venture must appear on the attendance register, failure of which will disqualify a tender submitted by the consortium/joint venture. (d) A representative may not attend the meeting on behalf of more than one tendering entity. This constitutes anti-competitive behaviour, and when multiple tenders are submitted which reference the attendance of the same person at the site/clarification meeting, ALL those tenders will be disqualified. (e) Tendering entities must be represented by a person who is suitably qualified and experienced to comprehend the implications of the tender. (f) The chairperson may delay the start of the meeting at his sole discretion, as dictated by circumstances. After official start of the meeting by the chairperson, late arrivals will be allowed to join the meeting but the chairperson is under no obligation to repeat any information conveyed prior to such late arrivals. (g) Recorded minutes as well as addenda or any other information, where applicable, will be issued to all whom attended the meeting. (h) Requests for additional information can be directed to the <i>Client's</i> representative via email, not later than one week prior to tender closing. Requests received after the cut-off date will not be responded to. The response to requests for clarification or additional information will be disseminated among all tenderers who attended the meeting. (i) Information provided to tenderers at the clarification meeting or thereafter and which is recorded in the <i>Client's</i> minutes of the meeting or other documentation issued, forms part of the Conditions of Tender. Failure to comply with such conditions may disqualify the tender. Addenda issued (if any) MUST be included in the tender submission, failure of which will disqualify the tender. If the tenderer claims that addenda were not received but the <i>Client</i> can prove transmission thereof to the email address as provided by the tenderer, the submitted offer will be rejected. 								

Clause	Tender Data
C.2.10.5	<p>The tenderer must submit the electronically calculated pricing schedule for the necessary evaluation purposes instead of inserting the rates and prices into the original pricing schedule in the tender document (if provided), subject to the following:</p> <ol style="list-style-type: none"> 1) The electronic pricing schedule (e.g. spreadsheet) must be officially issued by the <i>Client</i>; 2) The electronic pricing schedule may not be altered in any way, including descriptions, item numbers, quantities or units. Only the rates and prices may be entered where appropriate, failure of which will constitute a qualification i.e. an unacceptable counter offer, and will therefore be disqualified; 3) The total/s from the electronically calculated pricing schedule must be carried and inserted as appropriate to the Pricing Summary schedule in the document. IMPORTANT: Any material differences between the amounts carried to the Pricing Summary and the total/s from the electronically calculated pricing schedule will disqualify the tender; 4) The total price offer must be carried from the Pricing Summary and inserted into the Form of Offer and Acceptance. Failure to do so will disqualify the tender; 5) The electronic pricing schedule must be submitted via email to the <i>Client</i> to the email address tpwtender.helpdesk@westerncape.gov.za by the date and time of tender closing. PLEASE NOTE: It is the responsibility of the tenderer to confirm receipt of the electronic pricing schedule by the <i>Client</i>, by the closing date and time. Tenderers are advised to include a copy of the submission email, clearly showing the file attachment and date and time of sending with the tender submission. Tenders for which no pricing schedule is received by the closing date and time and for which no proof of timeous submission is provided as above in the submission, will be rejected.
C.2.11	<p>PLEASE NOTE: No alterations/corrections to inserted information in the document (including pricing) may be performed by erasing or using masking fluid ("Tipp-Ex" or similar) on any submitted page. Alterations/corrections to inserted information may only be performed as follows:</p> <ol style="list-style-type: none"> (a) Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), and initial at every incidence of alteration/correction. (b) In the case of access to a digital copy of the tender document (PDF), simply reprint the page, enter the information on the reprinted page and substitute in the document before submission. <p>Tender submissions with alterations/corrections not in compliance with the requirements as described above, will be rejected.</p>
C.2.12.1	No alternative tender offers will be considered.
C.2.13.2	<p>PLEASE NOTE: The complete tender document comprising pages 1 through 71 must be returned to the <i>Client</i> when submitting a tender offer. If the pricing schedule or parts thereof are contained in the Appendix to this document, the duly completed pricing schedule or parts thereof must be returned with the tender document. Failure to do so will invalidate the tender. Other drawings, schematics or annexures in the Appendix need NOT be returned with the tender offer, unless there are specific instructions for a specific item to be returned, or if the tenderer wishes to utilise any item for clarification purposes when submitting an alternative tender offer, when applicable.</p>
C.2.13.4	<p>The tender shall be signed by a person duly authorised to do so.</p> <p>Tenders submitted by joint ventures of two or more entities shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which</p>

Clause	Tender Data
C.2.13.6	<p>the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several entities forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The document of formation of the joint venture shall state explicitly what the percentage participation in the joint venture will be of each entity involved.</p> <p>It is a specific condition of this tender that the lead entity of a joint venture shall have the highest CIDB grading of all entities comprising the joint venture, and that the lowest CIDB grading of any entity in the joint venture shall be no more than two grades below the highest. Correspondingly, the value of the percentage of work executed by each entity shall not exceed 20% of the maximum of its designated CIDB grading value range.</p>
C.2.13.7	<p>A two-envelope procedure will not be followed.</p> <p>The <i>Client's</i> address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: 3rd Floor, PGWC Shared Services Centre Cnr Bosduif and Volstruis Street Bridgetown</p> <p>Identification details: Tender No: WCNCB 11/06/2022</p> <p>Tender offers couriered to the <i>Client</i> must be delivered to the following address: Western Cape Nature Conservation Board T/A CapeNature 3rd Floor, PGWC Shared Services Centre Cnr Bosduif and Volstruis Street Bridgetown</p> <p>The tender box is open during office hours only. Monday to Friday between 7:30 and 16:30..</p> <p>Electronic bids will be accepted (preferable) and must be sent to tenders@capenature.co.za before stipulated date and time of closure.</p>
C.2.14	<p>The <i>Client</i> requires tenderers to return a fully priced pricing schedule with the tender submission. ALL items in the pricing schedule MUST be priced. Please note the following:</p> <ol style="list-style-type: none"> Tenders showing a pattern of unpriced items in the pricing schedule, will be disqualified. Summarising parts or sections of the pricing schedule into single lump sums or rates without providing the breakdown of pricing of items as per the pricing schedule, is not acceptable and will disqualify the tender. Where an item is encountered against which no Price or rate is entered and it can be reasonably attributed to accidental omission on the part of the tenderer, that item will be treated as covered by other Prices or rates in the pricing schedule.
C.2.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Facsimile, copied and late tenders will not be accepted.</p>
C.2.16	<p>The tender offer validity period is approximately 13 weeks, expiring on 21 October 2022. The <i>Client</i> reserves the right to extend the validity period for any additional period if deemed in the interest of the <i>Client</i>.</p>
C.3	The <i>Client's</i> undertakings
C.3.4.1	<p>The time and location for opening of the tender offers is:</p> <p>Time: 11:00 AM on 22 July 2022</p> <p>Location: CapeNature, 3rd Floor, PGWC Shared Service Centre</p>

Clause	Tender Data
C.3.8.1	<p>Cnr. Bosduif and Volstruis Str. Bridgetown Gatesville</p> <p>Tenders will be opened immediately after the closing time and read out in public.</p> <p>Tenders will be opened immediately after the closing time and the results will be made available upon request to tenderers within 10 working days after opening.</p>
C.3.9.2	<p>Test for responsiveness: Tenders will be considered non-responsive if:</p> <ul style="list-style-type: none"> - the tender is not in compliance with the requirements of the Conditions of Tender; - the tender has not been properly and fully completed and signed, - the tender is not responsive to the other requirements of the tender document/s including the specifications; - the tenderer has not provided proof of tax compliance either via an attached printout of a Central Supplier Database (CSD) tax compliance verification report dated no more than one week prior to tender closing, or by attaching written proof by SARS of approved arrangements in terms of the tenderer's tax clearance; - the tenderer has failed to clarify or submit any supporting documentation within seven days of being requested to do so by the <i>Client</i> in writing. <p>Arithmetical errors and discrepancies:</p> <ul style="list-style-type: none"> - If pricing for the tender is a lump sum offer without a breakdown of rates and prices in a pricing schedule and there is a discrepancy between the amount in words and the amount in figures, the amount in words shall govern. - If a pricing schedule in the form of a bill of quantities, a price list, activity schedule or other format applies, the <i>Client</i> shall check all substantively responsive tenders for errors and discrepancies in the pricing schedule and offer form, and correct such errors and discrepancies in the following manner: <ul style="list-style-type: none"> o Where there is a discrepancy between the unit rate and the total price for any line item that is obtained by multiplying the unit rate and the quantity stated for that line item, the unit rate shall prevail and the total price for that line item shall be corrected, unless in the opinion of the <i>Client</i> there is an obvious misplacement of the decimal point in the unit rate, in which case the total price for that line item shall prevail and the unit rate shall be corrected. o Where there is an error in the total of the prices either as a result of corrections made in accordance with the above or in the tenderer's addition of prices, the total of the prices shall be corrected. o Where there is a discrepancy between the total of the prices in the pricing schedule and the total tender amount, or a discrepancy between the total amount in words and the total amount in figures, the amount corresponding to the correct total of the prices in the pricing schedule shall prevail and the others corrected. - Tenderers shall be notified by the <i>Client</i> of corrections made in accordance with C.3.9.2 and requested to accept the corrections including, where applicable, a corrected total tender offer. If the tenderer fails to accept the corrections so notified within a stated period after receipt of the <i>Client's</i> request to do so, the tender will be rejected. - If corrections made in accordance with C.3.9.2 results in a change in the total tender amount of any of the tenderers, all substantively responsive tenderers shall be notified of the corrected amounts by the <i>Client</i>, to ensure transparency of the correction process.
C.3.11	<p>The procedure for the evaluation of responsive tenders is Method 1 (Price and Preference)</p> <p>Price will be scored using the Formula $P_s = 80(1 - ((P_t - P_{min})/P_{min}))$ where:</p> <ol style="list-style-type: none"> 1. P_s is the number of points scored for comparative price of tender under consideration;

Clause	Tender Data
C.3.13.1	<p>2. P_{min} is the comparative price of the lowest acceptable tender offer;</p> <p>3. P_t is the comparative price of tender offer under consideration.</p> <p>Preference will be scored as follows:</p> <p>Up to 20 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. The maximum attainable combined score for price and preference is $80+20=100$ points.</p> <p>All responsive tender offers are subject to a comprehensive risk assessment in terms of:</p> <ol style="list-style-type: none"> 1. Financial viability and sustainability; 2. Evaluation and validation of the required information provided by the tenderer in inter alia returnable schedules. <p>The <i>Client</i> reserves the right to request, in writing, additional information from tenderers to clarify their offer if deemed necessary for risk assessment purposes. Failure on the part of the tenderer to provide the additional information within seven days after receipt of such a request will disqualify the tender. Tender offers which present an unacceptable high risk to the <i>Client</i> in terms of one or both of the risk assessment criteria above, will be rejected.</p> <p>Tender offers will only be considered if all the requirements as stated in the Conditions of Tender and Tender Data are complied with. Specific emphasis is placed on the following criteria for responsiveness:</p> <ol style="list-style-type: none"> 1. the tenderer is registered on the Western Cape Supplier Evidence Bank (WCSEB) by close of tender. If the tenderer's status is indicated as suspended on the WCSEB due to expiry of its declaration form WCBD4 on file, the duly completed WCBD4 form (Returnable Schedule 4) included in this document will serve as the updated form to enable responsiveness; 2. the tenderer is registered on the Central Supplier Database (CSD) by close of tender; 3. the tenderer must be shown to be tax compliant either via an attached printout of a CSD tax compliance verification report dated no more than one week prior to tender closing, or by attaching written proof by SARS of approved arrangements in terms of the tenderer's tax clearance; 4. the tenderer is registered with the Construction Industry Development Board (CIDB) in the appropriate contractor grading designation (if applicable) stated in this Tender Data by close of tender; 5. the tenderer submits this complete tender document from page 1 to page 71 inclusive, with all returnable schedules duly completed and priced as per the instructions pertaining to each schedule and section, and requirements stated in this Tender Data at the close of tender; 6. the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 7. the tenderer has not: <ul style="list-style-type: none"> - abused the <i>Client's</i> Supply Chain Management System, evidence of which can be clearly demonstrated by the <i>Client</i>; - failed to complete any previous contract due to the tenderer's own fault for any organ of state within the last 2 years; - submitted more than one offer (including participation in joint venture arrangements with others), and 8. has completed inter alia the Compulsory Enterprise Questionnaire and the Declaration of Interests (WCBD4), meets the local content minimum thresholds (if applicable) and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the <i>Client</i> or potentially compromise the tender process.

WESTERN CAPE GOVERNMENT
THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE
DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Part T2: Returnable documents

T2.1 List of returnable documents

Page 13

T2.2 Returnable schedules

Page 14

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

T2.1 List of returnable documents

IMPORTANT: The tenderer must complete all returnable schedules. Use the "Check" column to tick completion of each returnable schedule as a verification procedure to ensure all schedules are duly completed. Please see instructions for completion of returnable schedules under heading T2.2 following on the next page.

1. Returnable schedules required for tender evaluation and contracting purposes

Schedule No	Schedule Description & Location	Check
Tender Schedules:		
1	Tender offer signature and authority of signatory Page 15	<input type="checkbox"/>
2	Compulsory Enterprise Questionnaire Page 21	<input type="checkbox"/>
3	WCBD 6.1(a): Preference Certificate (80:20) Page 24	<input type="checkbox"/>
4	WCBD4: Declaration of interest Page 29	<input type="checkbox"/>
5	Addenda / Notices issued to tenderers Page 30	<input type="checkbox"/>
6	Schedule of work experience Page 31	<input type="checkbox"/>
Contract Schedules:		
7	C1.1 Form of Offer and Acceptance Page 35	<input type="checkbox"/>
8	C1.2 Contract Data Part Two: Data provided by the Contractor Page 44	<input type="checkbox"/>
9	Pricing Summary Page 49	<input type="checkbox"/>
10	Price List Page 50	<input type="checkbox"/>
11	Amendments by Contractor Page 61	<input type="checkbox"/>
12	Contractor's Equipment schedule Page 62	<input type="checkbox"/>
13	Contractor's schedule of subcontractors Page 63	<input type="checkbox"/>
14	Contractor's proposed work programme Page 64	<input type="checkbox"/>
15	Contractor's health & safety plan Page 65	<input type="checkbox"/>
16	Contractor's environmental management plan Page 66	<input type="checkbox"/>

2. Returnable Documents to be submitted with bid

Document	Check
• B-BBEE Status Level Verification Certificate	<input type="checkbox"/>
• Central Supplier Database (CSD) Tax status verification report	<input type="checkbox"/>
• SBD6.2: Local Content and Production Declaration (see attached Annexure: SBD6.2)	<input type="checkbox"/>

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

T2.2 Returnable schedules

Important information for completing returnable schedules

1. The returnable schedules list T2.1 shows all the returnable schedules which need to be completed and returned for tender evaluation and contracting purposes. This list includes both document-standard and project-specific schedules. List T2.1 should be used as a checklist by the tenderer to verify that all returnable schedules have been duly completed, to avoid the tender being rejected as non-responsive due to an incomplete submission.
2. Each returnable schedule is numbered, starting at Schedule 1 and following a consecutively incremented whole number sequence through the tender document to the final schedule number assigned, as per the returnable schedules list.
3. Although all returnable schedules are numbered and follow in numeric sequence, they are not all grouped together in a single location in this tender document. Returnable schedules are divided into 2 groups:
 - i. Tender Schedules
 - ii. Contract Schedules

The first group of schedules (Tender Schedules) follow directly from here on forward in Part T2.2, with the remainder (Contract Schedules) following in various sub-sections of Part C of this tender document. Schedules can be quickly located by their document page number given in the list of returnable schedules T2.1.

4. The tenderer must furnish all the information required for each returnable schedule with the indicated amount of detail to ensure compliancy of the tender with responsiveness criteria. Please note: If any returnable schedule or part thereof is not applicable to the tenderer, that schedule or part thereof must be clearly marked "Not Applicable" (N/A), and not simply left blank. Schedules left blank without any indication of response by the tenderer to the requested information in the schedule, will be taken as an omission of the requested information.
5. Some schedules may either require, or have as an option, additional pages of information to be appended by the tenderer when submitting the tender. In each case the exact number of additional pages must be indicated in the space provided on that schedule, or indicated as NIL if no additional pages are appended. All appended pages must be clearly marked with the schedule number to which they belong.

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

SCHEDULE 1: Tender offer signature and authority of signatory

The purpose of this Schedule is:

- Section 1: To obtain the necessary information about the tendering entity and the official tender offer signature of the tenderer;
- Section 2: To establish authority of the signatory to sign the tender offer and all other documents and/or correspondence in connection with and relating to the tender.

INSTRUCTIONS FOR COMPLETING SCHEDULE 1:

Tendering entities may be sole proprietors, partnerships, trusts, companies, close corporations or consortia / joint ventures. Schedule 1 must be completed as follows:

- **If the tendering entity is a sole proprietor, trust, partnership, company or close corporation**, then complete both this page and Section 2.1 of this Schedule, and leave Sections 2.2 and 2.3 blank.
- **If the tendering entity is a consortium or joint venture**, then complete both this page and Sections 2.2 and 2.3 of this Schedule, and leave Section 2.1 blank.
- The contact details below must be the officially designated contact addresses which will be used by the *Client* for any and all communication in regard to this tender.

Section 1: Official tender offer signature

THE TENDERING ENTITY IS: (Circle or mark with X the applicable option)

Sole proprietor	Partnership	Trust	Company	Close corporation	Consortium	Joint venture
-----------------	-------------	-------	---------	-------------------	------------	---------------

NAME OF THE TENDERING ENTITY:

.....
(Legally correct full name of the tendering entity)

Registration number of the tendering entity:

CONTACT DETAILS:

Physical & Postal Address:

.....

.....

.....

..... (Postal Code)

Telephone number:

Mobile number:

Email address:

Section 1 (continued...)

For the purpose of simplifying the tender document and tender submission process, the official tender offer signature below by the tenderer shall apply to this tender document as a whole, inclusive of all forms and returnable schedules which in the past required separate signatures on each form, including the Form of Offer.

DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT/SOLEMNLY AFFIRM

Declaration and signature to be provided by the duly authorised representative of the entity under oath or solemnly affirmed before a Commissioner of Oaths, failure of which will disqualify the tender submission.

I, hereby swear/solemnly affirm

- i. that the information disclosed in this tender document is true and accurate;
- ii. that I understand the contents of this tender document;
- iii. that the entity undertakes to independently arrive at any offer at any time to the *Client* without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the *Client*;
- iv. that the entity is aware of, and undertakes not to, disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract, and
- v. that the authorised signature below serves as the required signature for ALL returnable schedules, including but not limited to the Form of Offer and Acceptance, Preference Certificate, Declaration of Interest and others.

AUTHORISED SIGNATURE OF TENDERER

TO BE COMPLETED BY COMMISSIONER OF OATHS:

I certify that before administering the oath/solemn affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of this declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath and wish to make a solemn affirmation instead? ANSWER:
- 1.3 Do you consider this declaration to be binding on your conscience? ANSWER:

I certify that the deponent has acknowledged that he/she knows and understands the contents of this document inclusive of all declarations therein, which was sworn to/solemnly affirmed before me and the deponent's signature placed thereon in my presence.

.....
SIGNATURE	FULL NAMES (Commissioner of Oaths)
Designation (rank)ex officio: Republic of South Africa	Commissioner's Stamp
Date:	
Place	
Address:	

Section 2: Authority of signatory

2.1: Resolution of board of *Trustees/Directors/Members/Partners

Notes:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the tendering entity.
3. Should the number of trustees/directors/members/partners exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

.....
 (Legally correct full name and registration number, if applicable, of the tendering entity)

Taken at On
 (Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a bid to the Department of Transport and Public Works in respect of Tender No: **Error! Reference source not found.: DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS**
2. *Mr/Mrs/Ms:

in *his/her capacity as:
 (Position in the entity)

and who will sign the tender offer in Section 1 of this Schedule, be, and is hereby authorised, to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender and any and all documentation, resulting from the award of the tender to the entity mentioned above.

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

2.2: Resolution to enter into Consortium / Joint Venture

Notes:

1. *Delete which is not applicable
2. A separate copy of this Section 2.2 must be duly completed, signed and submitted for each consortium/joint venture partner.
3. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the entity entering into the consortium/joint venture.
4. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

.....
 (Legally correct full name and registration number, if applicable, of the entity)

Taken at On
 (Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a bid, in consortium/joint venture with the following entities to the Department of Transport and Public Works in respect of Tender No **Error! Reference source not found.:** **DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS**

	Full legally correct name of entity	Registration No (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

2.3: Resolution to bid as Consortium / Joint Venture

Notes:

1. IMPORTANT: This resolution must be signed by ALL the representatives of the bidding consortium/joint venture.
2. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.
3. Enter the entity details and representative details in the same and corresponding numerical sequence into the respective tables below.

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for Tender No: **Error! Reference source not found.:** **DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS**

	Full legally correct name of entity	Registration No (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

Held at On.....
 (Place) (Date)

	Name of authorised representative	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

- A. The abovementioned entities submit a bid in consortium/ joint venture to the Department in respect of the tender mentioned above.

- B. *Mr/Mrs/Ms:

in *his/her capacity as:
(Position in the bidding consortium/joint venture)

and who will sign the tender offer in Section 1 of this Schedule, be, and is hereby authorised, to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the entities in the consortium/joint venture mentioned above.

- C. The entities constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

.....
(Consortium/joint venture name)

- D. The entities to the consortium/joint venture accept joint and several liability with the parties above for the due fulfillment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the Department in respect of the tender mentioned above.

- E. Any of the entities to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the entities shall remain jointly and severally liable to the Department for the due fulfillment of the obligations of the consortium/joint venture as mentioned under item D above.

- F. No entity to the consortium/joint venture shall, without the prior written consent of the other entities to the consortium and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the contract with the Department referred to herein.

- G. The entities choose as domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the contract with the Department in respect of the tender mentioned above, the physical address and contact details as furnished on the first page of this Schedule.

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

SCHEDULE 2: Compulsory Enterprise Questionnaire

Note: In the case of a consortium/joint venture, separate enterprise questionnaires as per this schedule in respect of each consortium/joint venture partner must be completed and submitted.

The tenderer must be shown to be tax compliant either via an attached printout of a CSD tax compliance verification report dated no more than one week prior to tender closing, or by attaching written proof by SARS of approved arrangements in terms of the tenderer's tax clearance

Section 1: Name of enterprise: Address of enterprise:																							
Section 2: VAT registration number, if any:																							
Section 3.1: CIDB registration number, if any:	Section 3.2: CSD Registration Number:																						
Section 4: Particulars of sole proprietors and partners in partnerships																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="padding: 5px;">Name*</th> <th style="padding: 5px;">Identity number*</th> <th style="padding: 5px;">Personal income tax number*</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td></tr> </tbody> </table>	Name*	Identity number*	Personal income tax number*																				
Name*	Identity number*	Personal income tax number*																					
* Complete only if sole proprietor or partnership and append separate page if more than 6 partners																							
Section 5: Particulars of companies and close corporations Company registration number..... Close corporation number..... Tax reference number.....																							

Section 6: Record of service of the state

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

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

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

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

Append separate page if not enough space

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

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

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

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

Append separate page if not enough space

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

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

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

SCHEDULE 3: WCBD 6.1(a): PREFERENCE CERTIFICATE (80:20)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 AND CODES OF GOOD PRACTICE

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1 DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering; **(Therefore in the context of the 2017 regulations "bidder" and "tenderer" have the same meaning**
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specification as set out in the tender documents;
- 1.13 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.14 **"non-firm prices"** means all prices other than "firm" prices;
- 1.15 **"person"** includes a juristic person;
- 1.16 **"price"** includes all applicable taxes less all unconditional discounts;
- 1.17 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;

Tender No **Error! Reference source not found.**

- (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- 1.18 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.19 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- 1.20 **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.21 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.22 **“the Regulations”** means the Preferential Procurement Regulations, 2017;
- 1.23 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette on 11 October 2013*;
- 1.24 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.25 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2 GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
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).
- 2.2 Preference point system for this bid:
The value of this bid is estimated **not to exceed R50 000 000** (all applicable taxes included) and therefore **the 80/20 preference point system shall be applicable.**
- 2.3 Preference points for this bid shall be awarded for:
(a) Price; and
(b) B-BBEE Status Level of Contribution.
- 2.4 The maximum points for this bid are allocated as follows:

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

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

3 ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Regulation 11 of the Regulations, the bidder obtaining **the highest number of total points** will

be awarded the contract.

- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
 - (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 When functionality is part of the evaluation process and two or more bids have scored equal total points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest points for functionality.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4 POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

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

5 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

- 5.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 5.3 A **QSE that is less than 51% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 5.4 A **QSE that is at least 51% black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an

affidavit issued by Companies Intellectual Property Commission.

- 5.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 5.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 5.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.9 A tenderer may not be awarded points for B-BBEE status level of contributor if the bid documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.10 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6 BID DECLARATION

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

7 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5

- 7.1 B-BBEE Status Level of Contribution..... = **(maximum of 20 points)**

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? **YES / NO** *(delete which is not applicable)*

- 8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE? **YES / NO** *(delete which is not applicable)*

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/ entity:

- 9.2 VAT registration number:

- 9.3 Company Registration number:

- 9.4 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

Tender No **Error! Reference source not found.**

- (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10% of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.
- (f) The purchaser may, in addition to any other remedy it may have –
- (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

Tender No **Error! Reference source not found.**

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

SCHEDULE 4: WCBD 4: DECLARATION OF INTERESTS, BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES AND INDEPENDENT BID DETERMINATION

See attached Annexure: WCBD4 for completion.

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

SCHEDULE 5: Addenda / Notice(s) issued to tenderers

We confirm that the following communications / addenda / notice(s) to tenderers received from the *Client* before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer (If no addenda/notices mark schedule NIL, if not enough space, attach additional pages):

ADDENDUM No	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

Documentary evidence of addenda / notices issued to tenderers indicating proof of receipt must accompany this Schedule.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

SCHEDULE 6: Schedule of work experience

The tenderer must provide in the spaces provided below a list of the last five completed contracts of a similar nature as this tender which were awarded to him, as well as those currently being undertaken. This information is subject to verification and tenderers must note that the adequacy of the contractor's work experience will be material in the *Client's* risk assessment for awarding this contract.

COMPLETED CONTRACTS			
CLIENT (NAME, TEL No and FAX No)	NATURE OF WORK	VALUE (R)	DATE COMPLETED

(Append separate page if not enough space)

CURRENT CONTRACTS			
CLIENT (NAME, TEL No and FAX No)	NATURE OF WORK	VALUE (R)	ANTICIPATED COMPLETION DATE

(Append separate page if not enough space)

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

NEC4 ENGINEERING AND CONSTRUCTION SHORT CONTRACT (ECSC4)

16B – Delivery & Maintenance of Infrastructure

A contract between the Department of Transport and Public Works

and

Name of Contractor:

The Contract

Compiled in accordance with CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019)

Part C1: Agreement and Contract Data Page 34

C1.1 Form of Offer and Acceptance Page 35

C1.2 Contract Data Page 39

Part C2: Pricing Data Page 45

C2.1 Pricing assumptions & instructions Page 46

C2.2 Pricing schedule Page 49

Part C3: Scope of work Page 51

Scope Page 52

Part C4: Site Information Page 69

Appendix: Drawings, schematics & annexures Page 71

NOTE: The complete contract documentation comprises the following:

- This document, from and including page 1 forward, up to and including the last page (page 71) in this document page count;
- All items included by reference or otherwise in this document;
- All addenda/notices issued by the *Client* to tenderers prior to tender closing;
- All deviations included in the Schedule of Deviations on page 37 of this document;
- All additional pages appended by the tenderer to returnable Contract Schedules which are accepted by the *Client*.

Tender No **Error! Reference source not found.**

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Part C1: Agreement and Contract Data	
C1.1 Form of Offer and Acceptance	Page 35
Schedule 7: Form of Offer and Acceptance	Page 35
C1.2 Contract Data	Page 39
Contract Data Part One	Page 39
Schedule 8: Contract Data Part Two	Page 44

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

C1.1 Form of Offer and Acceptance

SCHEDULE 7 : C1.1 Form of Offer and Acceptance

The Contractor's Offer

The *Client*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Tender No: Error! Reference source not found.: DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS**

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

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

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

.....
.....Rand (in words);

R..... (in figures).

This offer may be accepted by the *Client* by signing the *Client's* Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

For the tenderer:

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Tenderer MUST complete the following:
CIDB Reg No.....
CSD Reg No.....
B-BBEE Status Level.....

Name of organisation **as per Schedule 1**
Name and capacity of signatory **as per Schedule 1**
Address of organisation **as per Schedule 1**

The Client's Acceptance

By signing this 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: Agreement and Contract Data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings, schedules and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender 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 Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall arrange for the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of this contract. Failure to fulfil any of these obligations in accordance with the terms stipulated, shall constitute a repudiation of this Agreement.

This Agreement comes into effect on the *starting date* as stated in the Contract Data.

For the Client:

WESTERN CAPE GOVERNMENT
Western Cape Nature Conservation Board T/A CapeNature
 PGWC Shared Services Centre
 cnr Bosduif & Vostruis Str
 Bridgetown, Gatesville
 7764

SIGNATURE OF Client

Name:

Capacity:

Name and signature of witness:

.....

Date:

Schedule of Deviations

(Append separate page if not enough space)

1 Subject:

Details:

.....

.....

.....

2 Subject:

Details:

.....

.....

.....

3 Subject:

Details:

.....

.....

.....

4 Subject:

Details:

.....

.....

.....

5 Subject:

Details:

.....

.....

.....

By the duly authorized representatives signing this Agreement, the *Client* and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as 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 Agreement shall have any meaning or effect in the contract between the Parties arising from this Agreement.

For the Tenderer:

AUTHORISED SIGNATURE OF TENDERER (Only required if the Schedule of Deviations contains entries)

Name:

Capacity:

Name and address of organisation:

.....

Name and signature of witness:

.....

Date:

For the Client: WESTERN CAPE GOVERNMENT

Western Cape Nature Conservation Board T/A CapeNature
 PGWC Shared Services Centre
 cnr Bosduif & Vostruis Str
 Bridgetown, Gatesville
 7764

SIGNATURE OF Client (Only required if the Schedule of Deviations contains entries)

Name:

Capacity:

Name and signature of witness:

.....

Date:

Number of additional pages appended by the tenderer to this schedule: (If nil, enter NIL).

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Contract Data

C1.2 Contract Data Part One

Data provided by the Client

Clause	Contract Data														
1 General	The <i>conditions of contract</i> are the clauses of, and additional conditions to, the NEC4 Engineering and Construction Short Contract (June 2017) , available from ECS Associates (tel 01 1-803-3008, email admin@ecs.co.za), tenderers to obtain copies at their own cost.														
Clause 10.1	<p>The <i>Client</i> is</p> <table border="1"> <tr> <td>Name:</td> <td>WESTERN CAPE NATURE CONSERVATION BOARD T/A CapeNature</td> </tr> <tr> <td>Assisted by:</td> <td>Western Cape Nature Conservation Board T/A CapeNature WESTERN CAPE GOVERNMENT</td> </tr> <tr> <td>Address Line 1</td> <td>PGWC Shared Services Centre</td> </tr> <tr> <td>Address Line 2</td> <td>cnr Bosduif & Vostruis Str</td> </tr> <tr> <td>Address Line 3</td> <td>Bridgetown, Gatesville</td> </tr> <tr> <td>Postal Code:</td> <td>7764</td> </tr> <tr> <td>Email address:*</td> <td>justin@architecturecoop.co.za</td> </tr> </table> <p>* Address for electronic communications The address for electronic communications is as above or as may be notified in writing to the <i>Contractor</i> from time to time during execution of the contract.</p>	Name:	WESTERN CAPE NATURE CONSERVATION BOARD T/A CapeNature	Assisted by:	Western Cape Nature Conservation Board T/A CapeNature WESTERN CAPE GOVERNMENT	Address Line 1	PGWC Shared Services Centre	Address Line 2	cnr Bosduif & Vostruis Str	Address Line 3	Bridgetown, Gatesville	Postal Code:	7764	Email address:*	justin@architecturecoop.co.za
Name:	WESTERN CAPE NATURE CONSERVATION BOARD T/A CapeNature														
Assisted by:	Western Cape Nature Conservation Board T/A CapeNature WESTERN CAPE GOVERNMENT														
Address Line 1	PGWC Shared Services Centre														
Address Line 2	cnr Bosduif & Vostruis Str														
Address Line 3	Bridgetown, Gatesville														
Postal Code:	7764														
Email address:*	justin@architecturecoop.co.za														
Clause 11.2(1)	The works are Tender No WCNCB 11/06/2022 : DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS.														
Clause 11.2(15)	The Scope is in Part C3: Scope of Work in this document.														
Clause 11.2(16)	The <i>site</i> is as described in the Site Information of this document.														
Clause 13.2	The <i>period for reply</i> is 2 weeks .														
Clause 16.1	The <i>Client</i> gives access to the <i>site</i> within 4 weeks of the starting date, subject to receipt of all the required information and documents as stated in the letter of notification of appointment of the Contractor by the Client. A delay by the <i>Contractor</i> to provide the required information and documents to the satisfaction of the <i>Client</i> within 4 weeks of the <i>starting date</i> will delay access, and is not a compensation event.														

Clause	Contract Data
3 Time	
Clause 30.1	The <i>starting date</i> is the date of receipt of the letter of notification of appointment of the Contractor issued by the Client (in the case of email notification the date on which the email is sent by the <i>Client</i>).
Clause 30.1	The <i>completion date</i> for the whole of the works is the date following 40 weeks after the starting date , which includes a period of 4 weeks for the <i>Contractor</i> to provide the <i>Client</i> with the necessary bonds, guarantees, insurance certificates, OHS plan, and other information required by this contract. The period of 4 weeks includes one week for the <i>Client</i> to assess and process the submitted documentation.
4 Quality management	
Clause 41.1	The <i>defects date</i> is 52 weeks after Completion.
Clause 42.3	The <i>defect correction period</i> is 2 weeks .
5 Payment	
Clause 50.1	The <i>assessment day</i> is the 15th day of each month.
Clause 50.6	The <i>delay damages</i> are R 2 820.00 per day .
Clause 50.7	The <i>retention</i> is 5% (five percent) excluding VAT of the contract value , attained by payment reduction of 10% (ten percent) of the value certified in payment certificates until the <i>retention</i> amount is reached.
Clause 51.1	The <i>Client</i> certifies a payment within one week of the assessment day. The <i>Contractor</i> prepares a tax invoice for the exact amount certified by the <i>Client</i> . The <i>Contractor</i> submits the tax invoice together with the corresponding payment certificate to the <i>Client</i> for payment. Incomplete and incorrect payment submissions are returned within one week to the <i>Contractor</i> for correction. Payment is made within thirty days of receipt of a complete and correct <i>Contractor's</i> payment submission.
Clause 51.2	The interest rate on late payment is 0.5% per complete week of delay .
8 Liabilities and insurance	
Clause 82.4	For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to R2 000 000 (two million rand) . The liability of the <i>Contractor</i> for latent defects is limited to 5 years after the defects date.
Clause 83.3	The minimum amount of cover for the third insurance stated in the Insurance Table is R2 000 000 (two million rand) .
Clause 83.3	The minimum amount of cover for the fourth insurance stated in the Insurance Table is R5 000 000 (five million rand) .

Clause	Contract Data
9 Termination and resolving disputes	
Clause 93.1	<p>The <i>Adjudicator</i> is the person selected by the Parties as follows: A Party may at any time notify the other Party of the names of two persons chosen from the panel of <i>NEC Adjudicators</i> set up by the Joint Civils Division of the Institution of Civil Engineers (ICE)(UK) and the South African Institution for Civil Engineering (SAICE) (see www.jointcivils.co.za) whose availability to act as the <i>Adjudicator</i>, has been confirmed by the notifying Party. The other party selects one of the two persons chosen to be the <i>Adjudicator</i> within the <i>period for reply</i> of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i>. The Parties appoint the <i>Adjudicator</i> under the NEC4 Adjudicator's Contract, June 2017.</p>
Clause 93.2(2)	<p>The <i>Adjudicator nominating body</i> is The Chairman of the Joint Civils Division of the Institution of Civil Engineers (ICE)(UK) and the South African Institution for Civil Engineering (SAICE) (see www.jointcivils.co.za).</p>
Clause 93.4	<p>The <i>tribunal</i> is arbitration. The arbitration procedure is as set out in the Rules of the Arbitration Foundation of Southern Africa.</p>
Z Additional conditions of contract	
Clause Z1	No clause
Clause Z2	<p>Identified and defined terms The Contract Date is the date this contract came into existence.</p>
Clause Z3	<p>Acts or omissions by mandataries In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the <i>Contractor</i> hereby agrees that the <i>Client</i> 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 <i>Contractor</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Client</i> and the <i>Contractor</i> contemplated in section 37(2).</p>
Clause Z4	<p>Maintenance of mandatory registrations The <i>Contractor</i> ensures that his registrations with the Construction Industry Development Board (CIDB) and as a supplier on the Western Cape Supplier Evidence Bank (WCSEB) and the Central Supplier Database (CSD) are maintained until the Completion of the whole of the works.</p>
Clause Z5	<p>Compliance with good labour practice The <i>Contractor</i> is registered with, and provides a Certificate of Compliance issued by, the Building Industry Bargaining Council (BIBC) in terms of clause 6A of the Collective Agreement as published in the Government Gazette No 25769 dated 28 November 2003. The <i>Contractor</i> complies with all BIBC requirements in terms of registration and remuneration of employees in the Working Areas, and remains in good standing with the BIBC during the execution of the contract.</p>
Clause Z6	<p>Participation in the Expanded Public Works Programme (EPWP) The <i>Contractor</i> participates in the Western Cape Government Expanded Public Works Programme (EPWP) to give feedback during execution of the works or service in terms of a monthly return of the EPWP feedback form providing details of the number of workers employed under this contract for the preceding month, which includes the details for subcontractors' employees, if any. A pro forma of this form is provided in digital format (Excel spreadsheet) upon commencement of the</p>

Clause	Contract Data
	<p>contract. No monthly invoice is approved without inclusion of the EPWP feedback form in any payment submission. If no EPWP workers were employed, a NIL return is submitted.</p> <p>When any EPWP worker is registered to work under this contract for the first time, a certified true copy of the worker's Identity Document is submitted with the feedback form for that month. Any type of stamp can be used with the following wording or something similar to the same effect: "Certified a true copy of the original which bears no noticeable evidence of unauthorised alterations". Certification is made only to confirm that the copy is unaltered from the original ID document presented by the worker. It is neither the <i>Client's</i> nor the <i>Contractor's</i> responsibility or competency to certify that ID documents presented are authentic and legally valid.</p>
Clause Z7	No clause
Clause Z8	<p>Performance bond</p> <p>The <i>Contractor</i> gives the <i>Client</i> a performance bond, provided by a bank or insurer which the <i>Client</i> has accepted, for the amount stated in the Contract Data and in the form set out in the Scope. Insurers must be duly registered in terms of the Short-Term Insurance Act 1998 (Act 35 of 1998) and banks must be duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). No alterations or amendments of the wording of the form of the performance bond will be accepted. A reason for not accepting the bank or insurer is that its commercial position is not strong enough to carry the bond. If the bond was not given by the <i>starting date</i> it is given to the <i>Client</i> within four weeks of the <i>starting date</i>. The <i>Contractor</i> does not start work before acceptance of the bond by the <i>Client</i>. Alternatively, a cash deposit of the same amount is also acceptable as a performance bond.</p> <p>The amount of the performance bond is 10% (ten percent) of the contract value excluding VAT.</p> <p>The form of the performance bond is the pro forma performance guarantee in the Scope.</p>
Clause Z9	<p>No gifts/tokens/invitations from the <i>Contractor</i> to <i>Client's</i> officials</p> <p>Although there are formal prescripts and mechanisms in place to regulate and record the receipt of small tokens/gifts/invitations from contractors and service providers, officials of the <i>Client</i> are actively discouraged from accepting any such gifts/tokens/invitations. In terms of this contract, the <i>Contractor</i> shall not offer any gift/token/invitation which carries any monetary benefit, irrespective of value, directly or indirectly, to any official in the <i>Client's</i> service, before or after completion of this contract.</p>
Clause Z10	No clause
Clause Z11	<p>Non-working days and the December/January builders' break</p> <p>Non-working days stated herein are added to delays to the Completion Date assessed due to compensation events.</p> <p>Inclusion or exclusion of the annual December/January builders' break in determining and influencing the Completion Date set at the Contract Date is as stated herein, omission of which means EXCLUSION by default.</p> <p>If Completion is delayed until after the start of the builders' break, the full period of the builders' break is added in addition to delays to the Completion Date due to compensation events only if</p> <ul style="list-style-type: none"> • the annual builders' break was EXCLUDED when setting the Completion Date at the Contract Date, and

Clause	Contract Data
	<ul style="list-style-type: none"> the delay to Completion is not the <i>Contractor's</i> fault. <p>If either Party issues a communication in terms of this contract to the other at any time during the builders' break, the <i>period for reply</i> is extended by the remainder of the period of the builders' break at the time of the communication.</p> <p>Saturdays, Sundays and National public holidays of the Republic of South Africa are non-working days when assessing delays to the Completion Date due to compensation events.</p> <p>The full period of the annual builders' break of approximately 4 weeks in December/January during execution of this contract is INCLUDED in the Completion Date as set at the Contract Date and will NOT be added to any other delays due to compensation events.</p>
Clause Z12	No clause
Clause Z13	The <i>Contractor</i> provides this additional insurance to the insurances listed in the Insurance Table: A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association (SASRIA).
Clause Z14	No clause
Clause Z15	No clause
Clause Z16	<p>Payment of subcontractors by the <i>Contractor</i></p> <p>The <i>Contractor</i> pays a subcontractor within one week for all subcontracted work which in terms of this contract has been certified and paid to the <i>Contractor</i>.</p>
Clause Z17	No clause
Clause Z18	No clause
Clause Z19	<p>Cost of preparation of quotations for compensation events</p> <p>All costs associated with the preparation of quotations for compensation events for this contract are the <i>Contractor's</i> risk and are not reimbursable by the <i>Client</i>.</p>
Clause Z20	<p><i>Contractor's</i> site attendance register</p> <p>The <i>Contractor</i> keeps an attendance register detailing identity, sign-in and sign-out by all people entering the site or location where the works is provided, details of which are made available to the <i>Client</i> upon request.</p>
Clause Z21	No clause
Clause Z22	<p>Liability for defects</p> <p>The <i>end of liability date</i> for defects (latent or otherwise) is 5 years after Completion.</p>
Clause Z23	No clause

WESTERN CAPE GOVERNMENT
THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE
DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Contract Data

C1.2 Contract Data Part Two

SCHEDULE 8: Data provided by the Contractor

Clause	Contract Data														
<p>1 General Clause 10.1</p>	<p>The Contractor is</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Name:</td> <td></td> </tr> <tr> <td>Address Line 1</td> <td></td> </tr> <tr> <td>Address Line 2</td> <td></td> </tr> <tr> <td>Address Line 3</td> <td></td> </tr> <tr> <td>Postal Code:</td> <td></td> </tr> <tr> <td>Contact no:</td> <td></td> </tr> <tr> <td>Email address*:</td> <td></td> </tr> </table> <p><small>* Address for electronic communications</small></p>	Name:		Address Line 1		Address Line 2		Address Line 3		Postal Code:		Contact no:		Email address*:	
Name:															
Address Line 1															
Address Line 2															
Address Line 3															
Postal Code:															
Contact no:															
Email address*:															
<p>Clause 11.2(6)</p>	<p>The <i>published list of Equipment</i> is the last edition of the list published by the Contractor's Plant Hire Association in their publication Hire SA in Africa (tel 011-293-7457).</p>														
<p>Clause 11.2(6)</p>	<p>The <i>percentage for adjustment for Equipment</i> is% (max +10% allowed).</p>														
<p>Clause 11.2(8)</p>	<p>The <i>fee percentage</i> is% (max 10% allowed).</p>														
<p>Clause 11.2(10)</p>	<p>The <i>people rates</i> are in the Price List in Part C2: Pricing Data of this document.</p>														
<p>Clause 11.2(13)</p>	<p>The Price List is in Part C2: Pricing Data of this document</p>														

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Part C2: Pricing Data

C2.1 Pricing assumptions & instructions	Page 46
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C2.2 Pricing schedule	Page 49
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Schedule 9: Pricing Summary	Page 49
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Schedule 10: Price List	Page 50
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WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

C2.1 Pricing assumptions & instructions

Pricing assumptions & instructions

1. GENERAL

- 1.1 It will be assumed that prices included in the pricing schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 1.2 The *Contractor* is paid for completed work i.e. work without Defects. This is a re-measurement contract and the Price List comprises only items measured in terms of the standard method of measurement using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.
- 1.3 The method of measurement is according to the Sixth Edition of the Standard System of Measuring Builder's Work, amended 1999, published by the Association of South African Quantity Surveyors as well as the Model Preambles for Trades (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors, and, where applicable, the latest release of the Civil Engineering Standard Method of Measurement: South African Edition.
- 1.4 Use is made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme (if applicable), fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the Price List.
- 1.5 The Price List needs to be read in conjunction with the drawings identified in the Scope.
- 1.6 In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in these pricing assumptions, the latter shall prevail.
- 1.7 The units of measurement described in the Price List are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass

m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

- 1.8 For the purpose of the Price List, the following words have the meanings hereby assigned to them:
- Unit: The unit of measurement for each item of work as defined in the relevant Standards or Specifications stated in the Scope of this document.
- Quantity: The number of units of work for each item.
- Rate: The agreed payment per unit of measurement.
- Price: The product of the quantity and the agreed rate for an item, or an agreed amount for an item, the extent of which is described in the Price List but the quantity of work of which is not measured in any units.
- 1.9 Descriptions in the Price List are abbreviated and comply generally with those in the Standards or Specifications stated in Scope of this document.
- 1.10 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 1.11 The Prices and rates stated for each item in the Price List shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 1.12 An item against which no Price is entered will be treated as covered by other Prices or rates in the Price List.
- 1.13 All Prices in the Price List exclude VAT, while the total of Prices reflected in the *Contractor's* Offer includes VAT.
- 1.14 Where the Scope requires detailed shop drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and Prices tendered for such items.
- 1.15 Those parts of the contract to be constructed using labour-intensive methods (if applicable) have been marked as such in the pricing schedule and Scope. The works, or parts of the works so designated are to be constructed using labour-intensive methods only, and pricing for such items must make provision for this accordingly. The use of equipment to provide such works, other than Equipment specifically provided for in the Scope, is not allowed and in contravention of the contract. The items designated as labour-intensive are not necessarily an exhaustive list of all the activities which must be done labour-intensively, and this instruction does not override any of the requirements in the general labour-intensive specification in the Scope.

2. COMPENSATION EVENTS

2.1 Payment for items in the Price List which are associated with any budgetary allowances, provisional sums and prime costs are dealt with in the same manner as payment for compensation events, i.e. Defined Cost plus the percentage/s for overheads and profit as stated in the Contract Data.

3. THE TOTAL FINANCIAL OFFER FOR THIS TENDER

3.1 The financial offer of this tender is the total price reflected in the Pricing Summary of the Price List and, subsequently, in the *Contractor's Offer*.

4. MATERIAL CONFLICT WITH CONDITIONS OF CONTRACT

4.1 PLEASE NOTE: If anything in this Price List materially contradicts or is in conflict with any stipulation in the *conditions of contract*, the stipulation in the *conditions of contract* shall prevail.

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

C2.2 Pricing schedule

SCHEDULE 9: Pricing Summary

TOTAL PRICE OFFER FOR THIS CONTRACT

The total price offer, EXCLUSIVE of VAT for all work specified in the *bill of quantities*, is as follows:

Price carried from <i>bill of quantities</i> Section 1:	R.....
Sub-total	R.....
Add VAT at 15%	R.....
TOTAL PRICE OFFER:	R.....

This total price offer is to be carried over to C1.1: Form of Offer and Acceptance on page 35 of this document.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

C2.2 Pricing schedule

SCHEDULE 10: Price List

The *bill of quantities* for this contract is in **Annexure 1 in the Appendix** to this document, and consists of the following sections:

- Section 1: Provisional BOQ
 - Preliminaries
 - Demolitions
 - Alterations
 - Earthworks
 - Concrete, Formwork & Reinforcement
 - Masonry
 - Waterproofing
 - Roof Coverings, Claddings, etc.
 - Carpentry & Joinery
 - Ceilings, Partitions & Access Flooring
 - Floor Coverings, Wall Linings, etc
 - Ironmongery
 - Structural Steelwork
 - Metalwork
 - Plastering
 - Tiling
 - Plumbing & Drainage
 - Electrical Installation
 - Paintwork
 - External Works
 - Civil Works
 - Budgetary Allowances

IMPORTANT: Please note the following:

1. Ensure that the fully priced Price List is returned with your bid submission. Failure to do so will invalidate your tender.
2. Ensure that the pricing totals in the Price List are carried as appropriate to the Pricing Summary on page 49 of this document, and the total of the Prices from there to the Form of Offer and Acceptance on page 35 of this document. Failure to do so will invalidate your tender.
3. Please check the Tender Data (Clause C.2.10.5) for the requirements pertaining to submission of the priced document, and ensure that you comply with the stipulations thereof. Failure to comply will invalidate your tender.
4. All information given in the Scope must be taken into account for pricing. Unrealistic pricing in terms of the envisaged work will render your tender high-risk, and may therefore be ineligible for award.
5. All items in the Price List are to be priced EXCLUSIVE of VAT.
6. All items in the Price List must be priced. Non-priced items may render your bid invalid – please see the Tender Data (Clause C.2.14) for details.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Part C3: Scope of Work

Scope	Page 52
Preamble to Scope	Page 52
1. Description of the works	Page 53
2. List of drawings, schematics & annexures	Page 54
3. Specifications, standards & workmanship	Page 56
4. Constraints on Providing the Works	Page 57
5. Requirements for the programme	Page 58
6. Services and other things provided by the <i>Client</i>	Page 60
7. Schedules & forms	
Schedule 11: Amendments by <i>Contractor</i>	Page 61
Schedule 12: <i>Contractor's</i> Equipment schedule	Page 62
Schedule 13: <i>Contractor's</i> schedule of subcontractors	Page 63
Schedule 14: <i>Contractor's</i> proposed work programme	Page 64
Schedule 15: <i>Contractor's</i> health & safety plan	Page 65
Schedule 16: <i>Contractor's</i> environmental management plan	Page 66
Pro Forma Performance Guarantee	Page 67

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Scope

Preamble to Scope

NEC4 defined terms and terms identified in the Contract Data

The *works* are to be executed in accordance with the Scope forming part of the NEC4 *conditions of contract* as described in the Contract Data of this document. The Scope is meant to convey all relevant information required for the execution of the *works* clearly and unambiguously by following the formatting requirements of the *conditions of contract*, with due reference to defined terms and terms identified in the Contract Data.

Clause 11.1 of the *conditions of contract* stipulates that terms identified in the Contract Data are in italics, and defined terms have capital initials.

While every effort is made to ensure that the Scope conforms in full to these formatting requirements, there will always be a possibility that some defined terms and terms identified in the Contract Data may not be formatted in the prescribed manner in the Scope. This possibility increases when the Scope is voluminous and comprises different parts compiled by different contributors and disciplines.

THEREFORE, PLEASE NOTE:

For the purposes of clarity and to remove any ambiguity in regard to defined terms and terms identified in the Contract Data as referenced in the Scope, the following shall apply:

- All defined terms which do not have capital initials, shall be read as if they have capital initials, and
- all terms identified in the Contract Data which are not in italics, shall be read as if they are in italics.

Material conflict with *conditions of contract*

PLEASE NOTE: If anything in the Scope materially contradicts or is in conflict with any stipulation in the *conditions of contract*, the stipulation in the *conditions of contract* shall prevail.

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Scope

1. Description of the works

The work is at the De Mond Nature Reserve at erf 269, Portion 4, Bushy Park near Bredasdorp. It includes alterations and additions to the entrance building, the existing managers house is converted to offices and the existing tourism cottage is converted to the new managers house. The infrastructure improvements include paving to the existing road, existing water supply treatment and ring main and new conservancy tanks. Three existing utility buildings will be disassembled for re-use.

WESTERN CAPE GOVERNMENT**THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE****DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS****Scope****2. List of drawings, schematics & annexures**

The works are to be executed in accordance with the following design drawings, schematic representations and annexures which form part of this contract. The list below indicates which items are included in the Appendix to this document, and which are issued separately due to size or other considerations. It is the responsibility of tenderers to ensure they have obtained and considered all the listed items for preparing their bid, which is the assumption when tenders are evaluated.

Identification	Size	Description	Included in Appendix
Annexure 1	A4	Bill of Quantities (incl. no of pages of final document)	Yes
Annexure 2	A4	Construction Health and Safety Specification (incl. no of pages of	Yes
Annexure 3	A4	Environmental Management Plan (incl. no. of pages)	Yes
AD 100 Rev. A	A1	Site plan Phase 1	Yes
AD 150 Rev. A	A1	Council Specification	Yes
AD 200 Rev. B	A1	Gate House Plan	Yes
AD 201 Rev. B	A1	Gate House Sections	Yes
AD 202 Rev. A	A1	Gate House Elevations	Yes
AD 205 Rev. B	A3	Gate House Window & Door Schedule	Yes
AD 206 Rev. B	A3	Gate House Window & Door Schedule	Yes
AD 207 Rev. B	A3	Gate House Window & Door Schedule	Yes
AD 210 Rev. B	A1	Managers House Plan	Yes
AD 211 Rev. B	A1	Managers House Sections	Yes
AD 212 Rev. B	A1	Managers House Elevations	Yes
AD 215 Rev. A	A3	Managers House Window & Door Schedule	Yes
AD 216 Rev. A	A3	Managers House Window & Door Schedule	Yes
AD 220 Rev. B	A0	Reserve Administration Plan	Yes
AD 221 Rev. A	A0	Reserve Administration Sections	Yes
AD 222 Rev. A	A0	Reserve Administration Elevation	Yes
AD 225 Rev. B	A3	Reserve Administration Window & Door Schedule	Yes
AD 226 Rev. B	A3	Reserve Administration Window & Door Schedule	Yes
Civil			
		ADD FINAL DRAWINGS	
Structural			
		ADD FINAL DRAWINGS	

Identification	Size	Description	Included in Appendix
Mechanical			Yes
Fire Protection	A0	1801481-M-200-A De Mond Tourism Acc - Managers House -	Yes
Fire Protection	A0	1801481-M-201-A De Mond Tourism Acc - Gate House - Fire	Yes
Fire Protection	A0	1801481-M-202-A De Mond Tourism Acc - Admin Office - Fire	Yes
			Yes
Plumbing	A0	1801481-M-300-A De Mond Tourism Acc - Managers House -	Yes
Plumbing	A0	1801481-M-301-A De Mond Tourism Acc - Gate House -	Yes
Plumbing	A0	1801481-M-302-A De Mond Tourism Acc - Admin Office -	Yes
			Yes
Drainage	A0	1801481-M-400-A De Mond Tourism Acc - Managers House -	Yes
Drainage	A0	1801481-M-401-A De Mond Tourism Acc - Gate House -	Yes
Drainage	A0	1801481-M-402-A De Mond Tourism Acc - Admin Office -	Yes
			Yes

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Scope

3. Specifications, standards and workmanship

The *works* are to be executed subject to the specifications, standards and workmanship requirements in the Appendix. Please note that compliance with all these specifications and standards, including requirements in terms of qualifications, accreditation (where applicable) and work experience of both the tendering entity and its key people will be material in the *Client's* risk assessment for awarding this contract.

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Scope

4. Constraints on Providing the Works

- Area of Site Establishment remains the responsibility of the *Contractor* together with the storage facility for the on-site materials. No materials to be left anywhere else on site.
- *Contractor* to use his own Ablutions
- Hours of work will be 07h00-17h00 subject to noise levels.
- Any works to be undertaken outside of normal working hours will require permission in advance from the *Employer*.
- Management of Noise levels to minimise disturbance during working hours will be required.
- *Contractor* and all *sub contractors* to provide identification and company name at the entrance gate to gain access to the site.

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Scope

5. Requirements for the programme

- 5.1 The *Contractor* submits a first programme to the *Client* for acceptance within **two weeks** of access to the *site*.
- 5.2 The *Contractor* shows on each programme which he submits for acceptance
- the starting date, access date/s and the Completion Date,
 - planned Completion,
 - the order and timing of the operations which the *Contractor* plans to do in order to Provide the Works,
 - the order and timing of the work of the *Client* and others as last agreed with them by the *Contractor* or, if not so agreed, as stated in this Scope,
 - the dates when the *Contractor* plans to complete work needed to allow the *Client* and others to do their work,
 - provisions for
 - float,
 - time risk allowances,
 - health and safety requirements and
 - the procedures as set out in this contract,
 - the dates when, in order to Provide the Works in accordance with this programme, the *Contractor* will need
 - access to a part of the site if later than its access date,
 - acceptances,
 - Plant and Materials and other things to be provided by the *Client* and,
 - information from others,
 - for each operation, a statement of how the *Contractor* plans to do the work identifying the principal Equipment and other resources which he plans to use and
 - other information which this Scope requires the *Contractor* to show on a programme submitted for acceptance.
- 5.3 Within two weeks of the *Contractor* submitting a programme to him for acceptance, the *Client* either accepts the programme or notifies the *Contractor* of his reasons for not accepting it. A reason for not accepting a programme is that
- the *Contractor's* plans which it shows are not practicable,
 - it does not show the information which this contract requires,
 - it does not represent the *Contractor's* plans realistically or
 - It does not comply with the Scope.
- 5.4 When revising the programme, the *Contractor* shows on each revised programme
- the actual progress achieved on each operation and its effect upon the timing of the remaining work,
 - the effects of implemented compensation events,
 - how the *Contractor* plans to deal with any delays and to correct notified Defects and
 - any other changes which the *Contractor* proposes to make to the currently accepted programme.
- 5.5 The *Contractor* submits a revised programme to the *Client* for acceptance
- within the period for reply after the *Client* has instructed him to,
 - when the *Contractor* chooses to and, in any case,
 - at no longer than an interval of every four weeks from the *starting date* until Completion of the whole of the works.
- 5.6 Acceptance of any programme where anticipated Completion is shown to be later than the Completion Date, does not alter the Completion Date nor negate the *Contractor's* liability for *delay damages*.

Tender No **Error! Reference source not found.**

- 5.7 All compensation event claims for events arising after the Completion Date which would not have had any effect if the contract had been completed by the Completion Date, remain the *Contractor's* risk.
- 5.8 All float in the programme shall be available for the *Client's* benefit to absorb delays to the Completion Date, except for termination float (if any) in the programme. Termination float is the final portion of float in a programme where anticipated Completion is shown to be earlier than the Completion Date.

Tender No **Error! Reference source not found.**

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Scope

6. Services and other things provided by the Client

- No Water and Electricity will be provided by the Employer.
- The *Contractor* must provide portable Ablutions at his own cost and maintain these at a high level of cleanliness.
- *Contractor* must provide their own Security during working hours and after hours.

WESTERN CAPE GOVERNMENT
THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE
DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Scope

SCHEDULE 11: Amendments by Contractor

The tenderer should record any amendments (i.e deviations, qualifications, alterations or modifications) he may wish to make to the tender documents in this Schedule. Alternatively, a tenderer may state such amendments in a covering letter and append such letter to this Schedule.

The tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the *Client's* handling of material deviations and qualifications. If no amendments are allowed for this tender, clause C.3.8 will state so and same would also be indicated in the table below. If amendments are allowed but none desired by the tenderer, this Schedule is to be marked NIL in the table below.

IMPORTANT: No alternative tender will be considered unless a tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE / ITEM	CLAUSE / DESCRIPTION
	NO ALTERATIONS/AMENDMENTS BY CONTRACTOR ALLOWED FOR THIS CONTRACT. TENDERER MUST SIGN SCHEDULE TO ACKNOWLEDGE.

(If not enough space, attach additional pages. If no amendments are desired, mark NIL.)

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Scope

SCHEDULE 12: Contractor's Equipment schedule

The tenderer must furnish the details of the Equipment required for the execution of this contract. The tenderer must differentiate, where applicable, between Equipment immediately available, Equipment which will become available by virtue of outstanding orders, and Equipment to be acquired or hired for the works should the tenderer be awarded the contract.

EQUIPMENT DESCRIPTION (Type, size, capacity, etc)	AVAILABLE (A) ON ORDER (O) HIRED (H)	NUMBER OF

(Append separate page if not enough space, or enter NIL if nil)

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WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Scope

SCHEDULE 13: Contractor's schedule of subcontractors

The tenderer hereby notifies the *Client* of his intention to use the following subcontractors for work in this contract. Acceptance of this tender does not constitute approval of all or any of the listed subcontractors by the *Client*. Should any of the subcontractors not be approved subsequent to acceptance of this tender, this in no way invalidates this tender, and the tendered unit rates for the various items of work remain final and binding, even in the event of a subcontractor not listed below being approved by the *Client*.

WORK TYPE OR CATEGORY	SUBCONTRACTOR (Name, address, contact person, phone, fax, organisation details, experience)	WORK ITEMS (As per bill of quantities)	ESTIMATED COST
TOTAL SUBCONTRACTED AMOUNT (Excluding VAT)			R

(Append separate page if not enough space, or enter NIL if nil)

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WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Scope

SCHEDULE 14: Contractor's proposed work programme

The tenderer must append a proposed work breakdown and programme, reflecting the proposed sequence and rate of execution of the various activities comprising the work for the contract, to this schedule page.

This programme must be in the form of a sufficiently detailed bar chart (Gantt chart) or similar acceptable time/activity form as per the Scope reflecting the proposed sequence and rate/duration of the various activities and the quantities of work that will be carried out every week under each of the items comprising the work scope for this contract. Working hours for the execution of this contract must be indicated, and the programme must clearly indicate project milestones where applicable and the critical path of the activities through the work schedule.

The tenderer must take into account all requirements as per the project specifications referenced in the Contract Data of this document when drawing up the programme.

Details of the Contractor's proposed work programme must be appended to this Schedule.

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WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Scope

SCHEDULE 15: Contractor's health & safety plan

Tenderers are to note the requirements of the Occupational Health and Safety (OHS) Act No. 85 of 1993 and the Construction Regulations 2014 (as amended) issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the *Contractor* shall submit a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the Works all in accordance with the Act and Regulations. The Health and Safety Plan shall cover inter-alia the following details:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHS Act.

Aspects to be dealt with shall be in accordance with the *Client's* Health and Safety specification as issued, which may include inter alia the following:

- Public vehicular and pedestrian traffic accommodation measures;
- Control of the movement of construction vehicles;
- The storage and use of materials;
- The use of tools, vehicles and plant;
- Temporary support structures;
- Dealing with working at height;
- The use of batch plants;
- Excavation work;
- Demolition work;
- Security, access control and the exclusion of unauthorised persons.
- The provision and use of temporary services;
- Compliance with way leaves, permissions and permits;
- Safety equipment, devices and clothing to be employed;
- Emergency procedures;
- Provision of welfare facilities;
- Induction and training;
- Provision and maintenance of the health and safety file and other documentation;
- Arrangements for monitoring and control to ensure compliance with the safety plan.

Tenderers are to note that the *Contractor* is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor's detailed Health and Safety Plan must be appended to this Schedule.

The Contractor will only be given access to start work after approval of his detailed Health and Safety Plan, which must be submitted to the Client within 3 weeks after award of this contract.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

Tender No **Error! Reference source not found.**

WESTERN CAPE GOVERNMENT

**THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE
DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS**

Scope

SCHEDULE 16: Contractor's environmental management plan

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Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Scope

Pro Forma Performance Guarantee (Performance Bond)

To: **WESTERN CAPE GOVERNMENT**
Western Cape Nature Conservation Board T/A CapeNature
PGWC Shared Services Centre
cnr Bosduif & Vostruis Str
Bridgetown, Gatesville
7764

Sir,

PERFORMANCE GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF ADDITIONAL CLAUSE Z8 OF THE NEC4 ENGINEERING AND CONSTRUCTION SHORT CONTRACT (ECSC4) JUNE 2017.

- 1 With reference to the contract between
.....
(hereinafter referred to as the "Contractor") and Western Cape Nature Conservation Board T/A CapeNature, (hereinafter referred to as the "Client"), **Tender No:** WCNCB 11/06/2022, for **Project: DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS** (hereinafter referred to as the "Contract")
in the amount of R, (in words
.....)
(hereinafter referred to as the "Contract Sum"),
I / We,
in my/our capacity asand hereby representing
.....
(hereinafter referred to as the "Guarantor")
advise that the Guarantor holds at the Client's disposal the sum of R,
(in words)
being ten (10) % of the Contract Sum (excluding VAT), for the due fulfilment of the Contract.
- 2 The Guarantor hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the Client the amount guaranteed, during the period when the claim is received by the Guarantor, on receipt of a written demand from the Client to do so, and which demand the Client may make if the Client has a right of recovery against the Contractor.
- 3 Subject to the above, but without in any way detracting from the Client's rights to adopt any of the procedures provided for in the Contract, the said demand can be made by the Client, at any stage prior to the expiry of this guarantee.
- 4 The amount paid by the Guarantor in terms of this guarantee may be retained by the Client on condition that upon the issue of the last final payment certificate, the Client shall account to the Guarantor showing how this amount has been expended and refund any balance due to the Guarantor.

Tender No **Error! Reference source not found.**

- 5 The *Client* shall have the absolute right to arrange his affairs with the *Contractor* in any manner, which the *Client* deems, fit and the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this guarantee.
- 6 This undertaking is neither negotiable nor transferable, and
 - 6.1 must be surrendered to the Guarantor at the time when the *Client* accounts to the Guarantor in terms of clause 4 above, or
 - 6.2 shall lapse 2 (two) weeks after the date of Completion of the whole of the works, and
 - 6.3 shall not be interpreted as extending the Guarantor's liability to anything more than payment of the amount guaranteed

SIGNED AT **ON THIS** **DAY OF**
 **20**.....

AS WITNESSES

By and on behalf of

- 1.
- 2.

.....
 (insert the name and physical address of the guarantor)

NAME:.....

CAPACITY:.....
(duly authorised thereto by resolution attached marked Annexure A)

DATE:.....

- A. No alterations and/or additions of the wording of this form will be accepted.**
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.**
- C. This GUARANTEE must be returned to:**.....

Guarantor's seal or stamp

Tender No **Error! Reference source not found.**

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Part C4: Site Information

Site Information

Page 70

WESTERN CAPE GOVERNMENT

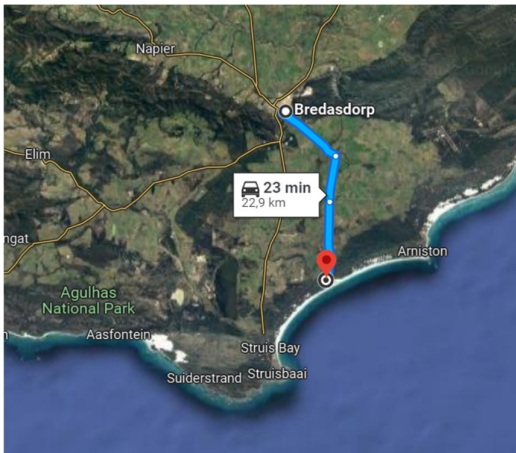
THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Site Information

Description of the Site

The De Mond Nature Reserve is at farm Bushy Park no. 269 portion 4. The farm is 3,4991 Ha. It includes the Heuningnes Estuary which is situated between Arniston in the north-east and Struisbaai in the south-west. The reserve is accessible by a 23 km tar and gravel road from Bredasdorp.



LOCALITY MAP

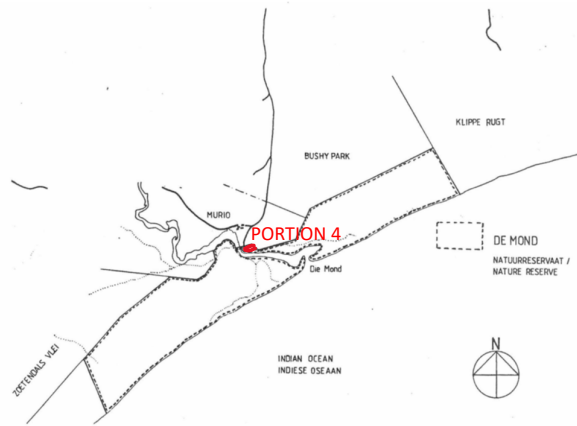


DIAGRAM OF NATURE RESERVE



AERIAL PHOTO OF EXISTING BUILT AREA AT PORTION 4

Tender No **Error! Reference source not found.**

WESTERN CAPE GOVERNMENT

THE WESTERN CAPE NATURE CONSERVATION BOARD T/A CAPENATURE

DE MOND NATURE RESERVE BUILDING ALTERATIONS AND ADDITIONS

Appendix: Drawings, schematics & annexures

The Appendix to this contract is a separate document, independent of the main contract document (this document) and does not follow, or integrate with, the page numbering sequence of the main contract document. The Appendix may contain the **Price List** as well as drawings, schematics and annexures ("items") which are referenced in this document, and which are indicated as included in the Appendix.

PLEASE NOTE:

ALL items which are referenced in the main contract document form part of the complete contract documentation for this contract, irrespective of whether they are physically included in the Appendix or not. It is the responsibility of the tenderer to ensure he acquires and considers all the items referenced in this document in the preparation of his tender, which is the assumption when tenders are evaluated.