



# KWAZULU-NATAL TOURISM AND FILM AUTHORITY

## VOLUME 1

**TENDERING PROCEDURES, RETURNABLE DOCUMENTS, AGREEMENT AND  
CONTRACT DATA**

**SOMKHANDA COMMUNITY GAME RESERVE TOURISM INFRASTRUCTURE  
REFURBISHMENT**

**TENDER NO: KZNTAFA13/202526**

**TENDER CLOSING DATE: 17 April 2026 @11:00 AM**

**KwaZulu-Natal Tourism and Film Authority**

Ithala Trade Centre  
29 Canal Quay (Signal) Road  
2<sup>nd</sup> Floor (Reception Area)  
Durban  
4001

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**Contact:** Sboniso Gama Olivia Manjate  
**Telephone:** 031 366 7500  
**Email:** [tenders@visitkznsa.com](mailto:tenders@visitkznsa.com)

Contact: (031) 366 500  
Name: Mr Abie Wentzel (Technical)  
E-mail: [abie@visitkznsa.com](mailto:abie@visitkznsa.com)  
Cell: 084 986 1965

**Bidder:** .....

**CIDB Registration Number:** ..... **3 GB (GENERAL BUILDING) OR HIGHER**

**CSD Registration Number:** .....

**Total of the prices inclusive of value added tax: R** ..... **Amount in**  
**words:** .....

.....

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## **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

**KWAZULU-NATAL TOURISM AND FILM AUTHORITY**

## SOMKHANDA COMMUNITY GAME RESERVE TOURISM INFRASTRUCTURE REFURBISHMENT

### T1.1 Tender Notice and Invitation to Tender

The KwaZulu-Natal Tourism and Film Authority, invites bidders for the **SOMKHANDA COMMUNITY GAME RESERVE TOURISM INFRASTRUCTURE REFURBISHMENT**

Only bidders, who meet the following requirements will be eligible for this bid;

- Grade 3 GB or higher, provide CRS number

**Note:** (i) Failure to submit any of the above documents / requirements shall result in immediate disqualification of the bid.

(ii) Failure to complete and sign any designated spaces in the bid document shall result in immediate disqualification of the bid.

(iii) If any of the Directors are listed on the Register of Defaulters, it shall result in the disqualification of the bid

(iv) If any of the Directors are in the employment of the State, it shall result in the disqualification of the bid.

Only competent bidders who are competent in the advertised work and who have exceeded the minimum functionality threshold will be evaluated on a 80/20 (Price / Specific goals) points based on the Treasury Regulations of 2022, where functionality will be evaluated as follows:

#### Stage 1:

Criteria	Points Allocation
Proof of experience in reroofing projects (i.e. building works)	45 points
Qualified professional staff in the civil/building engineering field	40 points
Detailed project programme with timelines	15 points
<b>Total</b>	<b>100 points</b>
NB: Minimum qualifying threshold <b>70% (70 points)</b>	

#### Stage 2:

The 80/20 Preferential Point System will be applied, where 80 points will be allocated for price and 20 points for specific goals. In order to Claim and be awarded points bidders must evidence that they belong to the targeted group specified.

The Quantity Surveyor (QS) may where necessary first conduct a risk assessment on all bidders who obtained a minimum threshold of 70% (i.e 70 points) in the functionality stage before the application of 80/20 pricing criteria. Bidders are requested to price each line item of the Bills of Quantities (BOQ). Should the bidder be deemed too risky to complete the project based on the QS's risk assessment report, they will be eliminated and not be considered for 80/20 pricing points evaluation criteria.

Only bidders who obtain 70% (70 points) minimum functionality threshold will be evaluated further.

Specific goal points are allocated as follows:

Targeted Group	Points Allocation
At least 51% of Black Africans, Indians and Coloreds Owned Companies	5
At least 51% Women Owned Companies	5
At least 51% of Youth Owned Companies	5
The promotion of local companies located in Pongola	5
<b>Total Points</b>	20

A compulsory site briefing / clarification meeting **will be held on Wednesday the 1<sup>st</sup> of April 2026 at 11h00am to 12h00pm on site, Somkhanda Game Reserve , GPS Site coordinates -27.591053, 31.843571**

**Note:** Bidders are requested and encouraged to arrive 15 minutes or earlier before the commencement of the briefing session at 11h00am. No late arrivals will be allowed in the briefing meeting. (i.e, later than 11h15).

Tenderers must attend the briefing meeting with the original bid document for signing of the briefing certificate and must sign a compulsory briefing attendance register in the name of the tendering entity. Addenda, if any, will be issued only to tenders appearing on the attendance register.

Ithala Trade Centre  
29 Canal Quay (Signal) Road  
2<sup>nd</sup> Floor (Reception Area)  
Durban  
4001

**Bid documents can be downloaded from KZNTAFA's website and will close on the 17<sup>th</sup> of April 2026 at 11h00am.**

All SCM enquiries relating to this bid must be directed to **Sboniso Gama and Ms Olivia Manjate, Tel. Number: (031) 366 7500 or e-mail: [tenders@visitkznsa.com](mailto:tenders@visitkznsa.com)** during office hours (08h30 – 16h00) weekdays.

All Technical enquiries relating to this bid must be directed to **Mr Abie Wentzel, Tel. Number: (031) 366 7 500 or e-mail: [abie@visitkznsa.com](mailto:abie@visitkznsa.com)** during office hours (08h30 – 16h00) weekdays.

The bid closing date is **17<sup>th</sup> of April 2026 by no later than 11h00am** and bids shall be submitted in the tender box at KZNTAFA's Office;

Ithala Trade Centre  
29 Canal Quay (Signal) Road  
2<sup>nd</sup> Floor (Reception Area)  
Durban  
4001

Telegraphic, telephonic, telex, facsimile, e-mail and late bids **WILL NOT** be accepted.

Bids must only be submitted on the **original bid documentation** issued by the KZNTAFAFA.

Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the Tender Data. (Refer to Section T1.2)

The KwaZulu-Natal Tourism and Film Authority does not bind itself to accept the lowest or any of the bids and reserves the right to accept the whole or any part of the bid.

## **T1.2 TENDER DATA**

**KWAZULU-NATAL TOURISM AND FILM AUTHORITY**

**SOMKHANDA COMMUNITY GAME RESERVE TOURISM INFRASTRUCTURE  
REFURBISHMENT**

**T1.2 Tender Data**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.

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

The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (Government Gazette, Vol. 578, No. 36760, 23 August 2013), hereinafter referred to as the Standard

**The additional conditions of tender are:**

Clause number	Tender Data for BID NO: KZNFATA13/202526
F.1.1	The employer is the <b>KwaZulu-Natal Tourism and Film Authority</b> .
F.1.2	<p>The tender documents issued by the employer comprises:</p> <p><b>THE TENDER</b></p> <p>Part T1: Tendering procedures  T1.1 Tender notice and invitation to tender  T1.2 Tender data  T1.3 Specifications for the Employment of SMME Subcontractors</p> <p>Part T2: Returnable documents  T2.1 List of returnable documents  T2.2 Returnable schedules  T2.3 Local Content</p> <p><b>THE CONTRACT</b></p> <p>Part C1: Agreements and contract data  C1.1 Form of offer and acceptance  C1.2 Contract data  C1.3 Form of Guarantee  C1.4 Adjudicator's appointment  C1.5 Waiver of Lien  C1.6 Agreement In Terms of Section 37(2) of OHS</p> <p>Part C2: Pricing data  C2.1 Pricing instructions  C2.2 Bills of quantities</p> <p>Part C3: Scope of work  C3.1 Scope of work  C3.2 Work Specifications  C3.3 Particular Specifications</p> <p>Part C4: Site information  C4.1 Site information  C4.3 Site Map</p> <p><b>ANNEXURES</b></p>

Clause number	Tender Data for BID NO: KZNTAFA13/202526
F.1.4	<p>The employer's:  KwaZulu-Natal Tourism and Film Authority  Ithala Trade Centre  29 Canal Quay (Signal) Road  2<sup>nd</sup> Floor (Reception Area)  Durban  4001</p> <p>Messes Sboniso Gama and Olivia Manjate on 031 366 7500 or email to <a href="mailto:tenders@visitkznsa.com">tenders@visitkznsa.com</a></p>
<p><b>F.2.1</b></p> <p><b>F.2.1.1</b></p> <p><b>F.2.1.1.1</b></p> <p><b>F.2.1.1.2</b></p>	<p><b>Eligibility</b></p> <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p><b>CIDB Grading</b></p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must be registered with the CIDB, in a contractor grading designation in accordance with the sum tendered for a <b>Grade 3GB or higher</b>, class of construction work.</p> <p>Joint ventures are eligible and preferred with particular reference to local participation and as such submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>Grade 3GB or higher</b>, class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development (CIDB) Regulations is equal to <b>3GB or higher</b>, contractor grading designation determined in accordance with the sum tendered for a <b>(GB) General Building</b> class of construction work</li> </ol> <p><b>Key Personnel</b></p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have the following key personnel in its permanent employment at the close of tender. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to the "Key Personnel" schedule, Part T2.2: Returnable Schedules.</p> <p>Individuals must be identified for each of the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules.</p> <p>Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules with a person with equivalent competencies and subject to approval by the employer.</p> <p>A suitably qualified and experienced construction manager who will be the single-point of accountability and responsibility for the management of the construction works, and who is a holder of a National Diploma in Building Engineering or relevant qualification and with more than 10 years post qualification experience</p>

Clause number	Tender Data for BID NO: KZNFATA13/202526
F.2.6	<p><b>Acknowledge addenda</b> Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time. If the Addenda has financial implications, failure to acknowledge the addenda may eliminate your bid from evaluation. This is due to incomparability of offers with the rest of the bidders.</p>
F.2.7	<p><b>Clarification Meeting</b></p> <p>A compulsory clarification meeting with representatives of the Employer will take place on site, <b>Somkhanda Game Reserve is located off R69 in Pongola, uPhongolo Local Municipality, Zululand District Municipality in Ward 14.</b> GPS coordinates -27.591053, 31.843571</p> <p>Bidders are to meet at the main camp where they will be directed by client representatives at <b>11h00am on 1<sup>st</sup> of April 2026</b>, failure to attend compulsory briefing meeting will result to immediate disqualification.</p> <p>Tenderers must sign the attendance register in the name of the tendering entity. Addenda if any, will be issued to tenderers appearing on the attendance register.</p>
F.2.8	<p><b>Seek clarification</b> Tenderers can request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time date stated in F.2.15.</p>
F.2.9	<p><b>Insurances</b> Refer to contract data for insurance requirements (Section C1.2).</p>
F.2.10	<p><b>Project Duration</b> The Construction Project period is 3 months.</p>
F.2.11	<p><b>Alterations to documents</b> Do not make any ALTERATIONS or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such ALTERATIONS. Erasures and the use of masking fluid are prohibited.</p>
F.2.12	<p><b>Alternative Tender Offers</b> No alternative tender offers will be considered.</p>
F.2.13	<p><b>Submitting a Tender Offer</b></p>
F.2.13.4	<p>The tenderer will sign the original of the tender offer.</p>
F.2.13.5	<p><b>The tenderer will seal the original tender offer</b> Two-envelope system – <b>No</b></p>
F.2.13.6	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p>
F.2.13.7	<p>Employer's address: <b>Ithala Trade Centre 29 Canal Quay (Signal) Road 2<sup>nd</sup> Floor (Reception Area) Durban 4001</b></p>

F.2.13.9	<p>Identification details:</p> <p><b>Description: SOMKHANDA COMMUNITY GAME RESERVE TOURISM INFRASTRUCTURE REFURBISHMENT</b></p> <p>Accept that tender offers submitted by facsimile, e-mail or reproduced will be rejected by the employer. Tender documents must be submitted in an original format as issued by the employer.</p>
<b>Clause number</b>	<b>Tender Data for BID NO: KZNFATA13/202526</b>
F.2.15	<b>Closing Time of Tender</b>
F.2.15.1	<p>The tender closing date is <b>17<sup>th</sup> of April 2026, at 11h00AM.</b></p> <p>Location of tender box:</p> <p>Ithala Trade Centre 29 Canal Quay (Signal) Road 2<sup>nd</sup> Floor (Reception Area) Durban 4001</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed and late tender offers will not be accepted.</p>
F.2.16	<b>Tender Offer Validity</b>
F.2.16.1	The bidder is required to hold the tender offer valid for a period of <b>90 calendar days</b> (from the bid closing date).
F.2.19	<b>Inspections, Tests and Analysis</b>
	Access shall be provided for inspections, tests and analysis as may be required by the employer.
F.2.23	<b>Certificates</b>
	<p>The bidder is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB) and proof of Registration on the Central Supplier Database (CSD) with a Compliant Tax Status; copy of the tax clearance with Tax Compliance Pin issued by the South African Revenue Services.</p> <p>Where a bidder bids through joint venture formation, such bidder should include a notarised joint venture agreement duly signed by each partner of such joint venture and an consolidated CSD registration report. Each partner / member of the joint venture shall submit a Tax Compliance Pin.</p>
F.3.4	<b>Opening of Tender Submissions</b>
	Tenders will be opened shortly after tender closing.
F3.5	Two-envelope system – <b>No</b>

F.3.1	<p><b>Evaluation of Tender Offers</b></p> <p>The procedure for the evaluation of a responsive tender will be in terms of the Preferential Procurement Regulations 2022 on a 100 points preference on pricing system.</p>
F.3.11.3	<p>The procedure for the evaluation of responsive tenders is <b>Method 4</b></p> <p>The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of <math>W_1</math> is:</p> <p>1) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R50 000 000</p> <p>Up to 100 minus <math>W_1</math> tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>

**STAGE ONE FUNCTIONALITY CRITERIA FOR SOMKHANDA COMMUNITY GAME RESERVE TOURISM  
INFRASTRUCTURE REFURBISHMENT**

00	Description	Total Points allotted	Points	Points Claimed
1	<b>PROOF OF EXPERIENCE IN BUILDING PROJECTS (I.E. BUILDING WORKS)</b>		<b>MAX POINTS 35</b>	
	Three similar projects (R2 million – And above)		35	
	Three similar projects (R1 million – R 2million)		25	
	Two similar projects (R2 million – And above)		20	
	Two similar projects (R1 million – R2 million)		15	
	One similar project (R2 million – And above)	35	10	
	One similar project (R1 million – R2 million)		05	
	Non-submission, irrelevant evidence and incomplete evidence		00	
	<ul style="list-style-type: none"> <li>The bidder must submit appointment letter(s) with the project value, Completion Certificate(s) of each project(s) completed. The letter(s) and certificate(s) must be signed and dated by the client in order to be considered.</li> <li>Bidder must submit appointment letter and completion certificate of the same completed project in order to be allocated points, failure to submit either of the documents, no points will be allocated to the bidder on that particular completed project.</li> <li>In the case where a bidder was appointed as a Sub-Contractor, the appointment letter(s) and completion certificate(s) of the main contractor by the client department who made the appointment must be submitted.</li> <li><b>Appointment letter (Company Experience) older than 10 years will not be considered as it will be deemed unreliable)</b></li> <li>Only relevant appointment letters of similar project nature will be considered.</li> <li><b>NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.</b></li> </ul>			
2	<b>CLIENT REFERENCE</b>		<b>MAX POINTS 10</b>	
	Excellent		10	
	Very good		08	
	Good	10	06	
	Satisfactory		04	
	Poor		00	
	Non-Submission		00	
	<p>Points allocated for proven track record based on previous completed similar projects executed by tenderer in consideration:</p> <p>Points will be allocated based on (i) Signed and Stamped Reference (in the form issued to the tenderer) by a client representative and responsible Employer; all (i.e. item (i) for the Project in consideration. The Tenderers' performance on the projects MUST be rated by the Client Representative on a scale of 10 -0 (10=Excellent), (08= Very Good), (06 =Good) (04=Satisfactory), (0=Poor 0), (0 =Non-submission)</p> <p>Points allocated for client reference based on previous completed projects executed by the bidder in consideration:</p> <p>Points will be allocated based on;</p> <p>(i) Receipt of signed and/or stamped client references in the forms supplied in this document</p> <p>(ii) Completion of Client references forms which are contained in this document.</p> <p><b>NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.</b></p>			
3	<b>QUALIFIED PROFESSIONAL STAFF IN THE BUILT ENVIRONMENT FIELD</b>		<b>MAX POINTS</b>	
	Points allocated for required (i) Competencies, (ii) Qualifications (i.e. Degree / Diploma) (iii) Submission of CVs (iv) Submission of relevant certified (not older than 3 months) evidence of qualifications and certifications of allocated personnel (Required Key Project Resources).			40
	<b>3.1 Structural Engineer</b>	<b>Max 30 Points</b>	30	
	(i) 5 years or more experience on projects in relevant category (30)		20	
	(ii) 3-5 years experience on projects in relevant category (20)		10	
	(iii) Less than 3 years experience on projects in relevant category (10)			
	<b>3.2 Quantity Surveyor (Relevant Qualification (Minimum National Diploma / in the build environment professional)</b>	<b>Max 10 Points</b>	10	
	(i) 5 years or more experience on projects in relevant category (10)		5	
	(ii) 3-5 years experience on projects in relevant category (5)		3	

	(iii) Less than 3 years experience on projects in relevant category (3)			
	<b>NB: Points allocation with submission of all required documented and will be rounded off to the nearest lowest number)</b>			
	<b>Non – Submission</b>			
	Non-submission, irrelevant evidence and incomplete evidence.		00	00
	<b>Bidders must submit CV(s) and original certified copies with dates of the qualification not older than three months in order to be allocated points in this criteria, failure to submit either of the document will results in no points being awarded to the bidder.</b>			
<b>5</b>	<b>DETAILED PROJECT PROGRAM WITH TIMELINES</b>	<b>MAX POINTS 10</b>		
	The programme should be a detailed double-linked critical path programme preferably in CCS / Microsoft projects format in electronic format and take into consideration the following:  (i) Dividing the programme into convenient construction zones both horizontally and vertically; (ii) Linking all activities / milestones in a structured / logical manner; (iii) Detailing all holidays, Christmas/New Year break, etc. ; (iv) The programme must be a fully resourced "double linked" critical path programme clearly showing Start, Finish and any Interim completion dates as well as any Milestone dates for critical activities. Also must show both the Date of Practical Completion and the Date of Works Completion.  <i>Program timelines to be in working days not in calendar days.</i> The overall programme will be evaluated on the scale of 1-10 (with 10 = excellent; 09 = very good; 08 = good; 06 = fair; 0 = poor ; 00= Non Submission)	<b>10</b>	Excellent	<b>10</b>
			Very Good	<b>09</b>
			Good	<b>08</b>
			Fair	<b>06</b>
			Poor	<b>00</b>
			Non-Submission	<b>00</b>
	• Non submission and thresholds lower than above		<b>0</b>	
	<b>TOTAL POINTS CLAIMED</b>	<b>100</b>		
	<b>QUALIFYING POINTS AND PERCENTAGE</b>	<b>70 POINTS</b>		<b>70%</b>

### A bidder needs to score a minimum of 70 to be considered

Clause number	Tender Data for BID NO: KZNFATA13/202526
<b>F.3.13</b>	<b>Acceptance of Tender Offers</b>
F.3.13.1	Tender offers will only be accepted if: <ol style="list-style-type: none"> <li>a) the tenderer is registered on CSD and has submitted an original Copy Tax Clearance Certificate with PIN issued by the South African Revenue Services;</li> <li>b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>c) 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;</li> <li>d) the tenderer has not:               <ol style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> <li>e) the tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract;</li> <li>f) has completed the Compulsory Supplier Questionnaire - Contractors and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> </ol>

	<p>g) the tenderer has submitted the CIPRO documentation and certified copies of ID's for all members;</p> <p>h) the tenderer completed, signed and witnessed form of offer;</p> <p>i) the tenderer is in good standing with Compensation for Occupational Injuries and Diseases Act (COIDA);</p> <p>j) the tenderer has submitted a fully priced Bill of Materials;</p> <p>k) the tenderer attended a compulsory briefing session and completed attendance register or certificate of attendance is signed by the representative of the Employer.</p>
F.3.14	<p><b>Notice to Unsuccessful Tenderers</b></p> <p>Should tenderers not hear from the KZNTAFAFA within ninety (90) calendar days of closure, they should consider their submission unsuccessful. Award will be posted on I-tender/CIDB website within 21 days of award otherwise No written notification directed to each tenderer will be issued by the Employer to unsuccessful tenderers.</p>
F.2.8	<p><b>Seek clarification</b></p> <p>Request clarification of the tender documents if necessary by notifying the employer <b>at least five working days before the closing Date</b> stated in the tender data</p>
F.3.18	<p><b>Provide Copies of the Contract</b></p> <p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
	<p><b>The additional conditions of tender are:</b></p> <p>1 The employer is not obliged to accept the lowest bidder.</p>

## **ANNEXURE F : STANDARD CONDITIONS OF TENDER**

*(As contained in ADDENDUM F of the CIDB Standard for Uniformity in Construction Procurement)*

## Standard Conditions of Tender

### F.1 General

#### F.1.1 Actions

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note:
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
  - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

**F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

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

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **Conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

**F.1.5 The employer's right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

**F.1.6 Procurement procedures**

**F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

**F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

**F.1.6.3 Proposal procedure using the two stage-system (Not Applicable for this Bid)**

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

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

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

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **F.2.2 Cost of tendering**

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

### **F.2.3 Check documents**

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

### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

In line with the provisions of F.2.3, the tenderer is to ensure that all contents of this bid are well understood for the provision of an accurate and honest bid. If not the tenderer is encouraged to adhere to the provisions of F.2.8. No additional funds shall be provided to the tenderer for errors arising out of this bid document.

### **F.2.8 Seek clarification**

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

The tenderer is encouraged to go through all contents of the tender document as seek clarification where applicable. Any assumptions made by the bidder without prior confirmation by the Employer and his agent shall be at the tenderers own risk.

### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

**F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**F.2.11 ALTERATIONS to documents**

Not make any ALTERATIONS or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such ALTERATIONS. Erasures and the use of masking fluid are prohibited.

**F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

**F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated

otherwise in the tender data.

**F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

**F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferential arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

**F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

**F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

**F.3 The employer's undertakings**

**F.3.1 Respond to requests from the tenderer**

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

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

**F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

**F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices.

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

**F.3.5 Two-envelope system - No**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating

to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

**F.3.8 Test for responsiveness**

**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**F.3.9 Arithmetical errors, omissions and discrepancies**

**F.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**F.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

**F.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

**F.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

**F.3.11 Evaluation of tender offers**

**F3.11.1 General**

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

<b>F.3.11.2</b> Method 1: Financial offer	<p>In the case of a financial offer:</p> <ol style="list-style-type: none"> <li>Rank tender offers from the most favourable to the least favourable comparative offer.</li> <li>Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> <li>Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</li> </ol>
<b>F.3.11.3</b> Method 2: Financial offer and preferences	<p>In the case of a financial offer and preferences:</p> <ol style="list-style-type: none"> <li>Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.</li> <li>Calculate the total number of tender evaluation points (<math>TEV</math>) in accordance with the following formula:   <math display="block">TEV = N_{FO} + N_P</math> <p>where: <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  <math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.</p> </li> <li>Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> <li>Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated</li> </ol>
<b>F.3.11.4</b> Method 3: Financial offer and quality	<p>In the case of a financial offer and quality:</p> <ol style="list-style-type: none"> <li>Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.</li> <li>Calculate the total number of tender evaluation points (<math>TEV</math>) in accordance with the following formula:   <math display="block">TEV = N_{FO} + N_Q</math> <p>where: <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  <math>N_Q</math> is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.</p> </li> <li>Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> <li>Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated</li> </ol>

<b>F.3.11.5</b> Method 4: Financial offer, quality and preferences	<p>In the case of a financial offer, quality and preferences:</p> <p>a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.</p> <p>b) Calculate the total number of tender evaluation points (<math>T_{EV}</math>) in accordance with the following formula, unless otherwise stated in the Tender Data:</p> $T_{EV} = N_{FO} + NP + N_Q$ <p>where: <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  <math>NP</math> is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.  <math>N_Q</math> is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9..</p> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</p>
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#### F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

#### F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

- $N_{FO}$  =  $W_1 \times A$  where:  
 $N_{FO}$  = the number of tender evaluation points awarded for the financial offer.  
 $W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.  
 $A$  = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of A**

Formula	Basis for comparison	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	$P/P_m$
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	$P_m/P$

<sup>a</sup>  $P_m$  is the comparative offer of the most favourable comparative offer.  
 $P$  is the comparative offer of the tender offer under consideration.

#### F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

#### F.3.11.9 Scoring quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

where:  $S_0$  is the score for quality allocated to the submission under consideration;  
 $M_s$  is the maximum possible score for quality in respect of a submission; and  
 $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

#### **F.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

#### **F.3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### **F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

#### **F.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

#### **F.3.16 Notice to successful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

#### **F.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

#### **F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

## F.4 Special Conditions of Tender

### F.4.1 General

The Special Conditions of Principal Contract Tender generally contain clauses that are either deemed to be additions, elaborations or variations to the Standard Conditions of Principal Contract Tender. Accordingly, the Special Conditions of Principal Contract Tender be read in conjunction with the Standard Conditions of Principal Contract Tender and it shall be deemed that the amended meanings and intentions of the clauses shall apply, if applicable.

### F.4.2 Tender Offers

Tenderers are advised that it is compulsory to submit offers for all Tender Options as set - out below and where indicated by a tick.

**Subject To Escalation Price Offer**

Tenderers are advised that this offer shall **be subject to Contract Price Adjustment Formulae based on the Haylett Formulae.**

**Fixed Price Offer**

Tenderers are advised that all rates, amounts, overhead and profit percentage mark-ups and amounts, profit and attendance amounts, prices, etc. submitted, shall **not be subject to any form of Contract Price Adjustment Formulae e.g. Haylett Formulae.** In this regard, it is deemed that the Tenderer has allowed for any potential increases (except any variation in the rate of Value Added Tax) in cost of labour, materials, transport, etc. in the Tender amounts, rates, etc. submitted.

This will only be applicable to the measured work priced by the main contractor and will not apply to the provisional sums or budgetary allowances.

**Key: X - Tender Option Applicable**  
**X - Not Required For This Tender**

### F.4.3 Market Related Wage Rates

When pricing this document, respondents are to allow for wages, which are not less than the greater of:

The statutory wage rates in any labour category; and,  
 The SAFCEC recommended minimum rates applicable at any time during the duration of the contract.

In this regard, a Tenderer may be called upon to demonstrate the wage rates utilised in calculating its Tender price.

### F.4.4 Letter of Intent

Tenderers are required to furnish with their tender documents, a letter of intent from a Bank or approved Insurance Company, to indicate that in the event of their tender being successful that a surety / guarantee as required will be provided when asked to do so.

### F.4.5 Information to be Submitted by Tenderers

All Tenderers are instructed to acknowledge that the information to be submitted must be strictly in accordance with the requirements stipulated in 2.3. Therefore, separate brochures, information other than which is specified in 2.3 must not be incorporated in the submission documents. Failure to comply with this instruction may render the submission liable for disqualification.

If the spaces in the Tender Returnables are insufficient, the relevant particulars should be documented on a separate sheet (s) with proper reference to the specific information requested.

**F.4.6 Interviews**

All Tenderers are advised that they may be required to attend interviews and / or submit further information; including making their premises, plant, equipment and details of works in progress, available for inspection after the receipt of Tender submissions.

**F.4.7 Detailed Construction Programme**

The Principal Contract for the project Commencement and Completion dates and any other relevant dates for this contract are stated in the Preliminaries. The Contractor is referred to Clause B 4.2 Programme for the works on Page 22 & 23.

Time and quality are to be considered the essence of this Contract. Accordingly, it shall be deemed that the Project Programme detailing each activity and duration as well as a detailed Method Statement be submitted by the Tenderer as part of the Tender submission, and shall be the basis of monitoring progress on the project.

The programme should be a detailed double-linked critical path programme preferably in CCS format in both hard copy and electronic format and take into consideration the following;

- Dividing the programme into convenient construction zones both horizontally and vertically;
- Linking all activities as 'open ended' or 'open start' activities are not acceptable;
- Detailing all holidays, Christmas/New Year break, etc.;
- Showing both the Date of Practical Completion and the Date of Works Completion given that the Employer will take Occupation of the facility once the Works Completion Certificate has been issued. Penalties will apply for Milestone, Practical and Works Completion dates not being achieved as detailed in the Preliminaries.

The programme must be a fully resourced "double linked" critical path programme clearly showing Start, Finish and any Interim completion dates as well as any Milestone dates for critical activities including;

- Dates for Practical Completion Inspections to be carried out;
- Date of Practical Completion
- Period required for attendance on and completion of the Completion List issued at Practical Completion
- Date of Works Completion ;

THE SUCCESSFUL TENDERER'S PROGRAM IS SUBJECT TO REVIEW AND MUTUAL ACCEPTANCE.

ANY QUERIES / CLARIFICATIONS RELATIVE TO THE PROGRAMME CAN BE DIRECTED TO THE EMPLOYER.

**F.4.8 Detailed Cash-flow**

Tenderers are advised that a fully detailed cash-flow based on the tenderers programme is required to be submitted together with their tender document. In this regard, tenderers are advised that the financial year start and end dates are 01 April to 31 March respectively and therefore tenderers are requested to keep sub-totals for each financial year during the duration of the construction programme.

Tenders are advised that the targeted annual maximum percentages per financial year end for the contract duration are as follows and are not to be exceeded:

<b>FINANCIAL YEAR</b>
01 APRIL 2026 TO 31 MARCH 2027

**F.4.9 Detailed Resourcing Schedule**

Tenderers are advised that a detailed resourcing schedule including skilled, unskilled and sub-contractor's staffing histograms is required to be submitted together with their tender document.

**F.4.10 Proposed Domestic Sub-Contracts**

The tenderer undertake that a minimum of **25%-30** of the value of this contract will be sub-contracted to Local EME's and QSE's

The tenderer is to provide the type and amount of work to be subcontracted and the Subcontractor will be selected once the award of the main contractor has been made.

**F.4.11 Adjudication and KwaZulu-Natal Tourism and Film Authority's Rights**

F.4.11.1 KwaZulu-Natal Tourism and Film Authority reserves the right to visit any Tenderer (without prior notice), to interview any shareholder of the Tenderer and to evaluate such Tenderer in accordance with the criteria as set out in the paragraph 1.11.3 below;

F.4.11.2 All information obtained at such evaluation shall at all times be treated as confidential by KwaZulu-Natal Tourism and Film Authority;

F.4.11.3 Adjudication of a Tender shall be in the discretion of KwaZulu-Natal Tourism and Film Authority and may take into account the following:

- (i) Tender Price;
- (ii) Ability to perform, which may take into account previous experience in the relevant industry;
- (iii) Suitability of employees and suitability of equipment and materials to be used;
- (iv) Black Economic Empowerment;
- (v) Financial viability of the Tenderer;
- (vi) Ownership of the Tenderer;
- (vii) Compliance with all relevant laws; and
- (viii) SCM policy and procedures.

**F.4.12 Form of Contract**

**The JBCC Series 2000 Principal Building Agreement (Edition 6.2 May 2018) as amended in the KZNTAFAFA's SPECIAL CONDITIONS OF PRINCIPAL CONTRACT, shall be applicable to this contract.**

**F.4.13 Specialist Selected Sub-contract Procurement Process**

Due to the nature of the project, the procurement process of the following envisaged selected sub-contracts will be done upon appointment of the Principal Building Contractor:

- Fixing roof structure
- Tiling of roof

Upon the appointment of a Principal Contractor, the Principal Contractor is to subsequently appoint the selected sub-contractors as instructed by The Employer.

This is a material condition of appointment and should the Tenderer have any objection to this condition the tenderer is to raise this in their tender submission. The appointment of the selected sub-contractor will be done in consultation with the appointed contractor.

**F.4.14 Damage to the Work**

Care shall be taken not to cause any damage to any part of the existing or new work or any adjoining property, if applicable. The Contractor will be held responsible for damage caused to the works by his negligence and shall be liable for all costs incurred in making good any such damage to the satisfaction of the Employer.

**F.4.15 Communication, Media Releases, Etc.**

The Contractor shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this contract unless prior approval in writing is received from the **Employer**.

All rights of publication of articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Employer.

The Contractor shall not, without the written consent of the Employer, cause any statement or advertisement to be printed, screened or aired by the media.

**F.4.16 Copyright**

No part of this document and any document forming part of the contract documents may be copied, photographed or repeated in any manner or by any process without the written consent of the **Employer**. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in documents pertaining to this contract. The person, firm, body, supplier, contractor, sub-contractor and any other contracting party is to be responsible jointly and severally, in their personal and corporate capacities for any contravention of this requirement.

**F.4.17 Workmanship and Quality Control**

The onus to produce work that conforms in quality and accuracy of detail, to the requirements of the specifications, rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide other technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control, including testing carried out by the Contractor shall be deemed to be included in the amount quoted for the works.

The Contractor's attention is drawn to the normal standards regarding the minimum frequency of testing required for materials. The Contractor shall, at his own discretion increase this frequency where necessary to ensure adequate control.

The Contractor shall remain solely responsible for the work as defined in this contract document, up to the end of the Defects Liability Period.

The Contractor needs to ensure that daily site diaries are kept on site at all times. These may be required for submission to the Employer as and when needed.

**F.4.18 Occupational Health and Safety Act**

The Contractor shall comply with the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

**F.4.19 Co-Operation of Contractor for Cost Control**

It is deemed that the Contractor accepts the obligation of appointing the Professional Consultants in implementing proper cost control in ensuring that the final building cost does not exceed the budget.

**F.4.20 Application for Payment**

The Contractor shall submit the following information on a monthly basis to the Quantity Surveyor in order to assist with the processing of the Payment Certificate and the preparation of the empowerment report:

- A detailed breakdown of the work done. (The work breakdown must be referenced strictly in accordance with the Contract Document or the detailed priced bills of quantities, as applicable.)
- A detailed breakdown of all Variation Order costs claimed (With specific reference to work done by the Nominated/Selected Subcontractor) in the certificate concerned, together with copies of the relevant Contract instructions.
- An empowerment report which shall contain an affidavit certifying that all information contained in the report as being true and correct and must be authenticated by the sub-contractor and a commissioner of oaths
- EPWP Labour Report showing total work opportunities created on site

- Tax Invoice: The contractor shall attach a tax invoice as prescribed in the Value Added Tax legislation to each payment certificate when presenting the certificate to the Employer for payment. Such tax invoices shall correctly reflect the prescribed information and the amounts shall match precisely the amounts included in the Payment Certificate. Should the contractor fail to comply with these requirements, the date of presentation of the certificate shall be deemed to be delayed at the contractor's default until such time as the requirements are met.

Should anyone or any combination of the above requirements not be complied with, the Employer and/or Contractor reserves the right to exclude any amounts that may have been due for certification from the Payment Certificate concerned and/or delay the issue of Payment Certificates and/or, revise the contractual payment date, as applicable, until such time compliance is achieved.

**F.4.21 Identification of Personnel**

All permanent staff that are utilised on the project by the Contractor, Domestic and Selected Sub-contractors are at all times whilst on site, be clad with clothing that clearly identifies each staff member together with an identification document which includes, but not limited to the following:  
A photograph of the staff member concerned;  
The identification numbers of the staff member concerned; and,  
The name of company concerned

In addition, to that stated above, the Contractor shall adhere to the premise's security rules and regulations.

No staff member will be permitted to execute the Works if this condition is not adhered to.

**F.4.22 Intervention at Manufacture and / or Supplier and / or Contract Level**

The Employer and its Agents reserve the right to discuss and liaise on any issue pertaining to this Contract with the Contractor's service providers i.e. manufacturers and / or suppliers and / or sub- contractors concerned. This right shall not create privity of contract between the Employer and / or its Agents and the said manufacturer and / or supplier and / or sub-contractors.

**F.4.23 Cession of Materials Supplied to the Site**

It shall be deemed that the Contractor and its service providers upon delivery of each batch of materials to site, has ceded the said materials to the Employer.

**F.4.24 Alterations in the Quantity and Value of Work**

The Employer and / or its Agents shall be permitted to either increase or decrease the quantity and value of work contracted for. In this regard, the Contractor including its service providers shall not be entitled to claim for any additional expense incurred, or for any change in the rates for work done and / or any materials and services supplied. It shall be deemed that all costs associated with this item are included in the Tender Price.

**F.4.25 Change in the Scope of Work**

The Contractor acknowledges that whilst drawings have been prepared for the Works, the scope of work and value of the Contract may be substantially altered and that no claims for loss and expense shall be due by the Employer for implementing any changes that may become necessary. It shall be deemed that the Tender Price includes for all costs that may arise due to compliance with this clause.

**F.4.26 Treasures, Relics, Etc.**

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site must be brought to the attention of the Employer. All work at the specific area of the discovery shall stop for a reasonable time period until such time that the Employer instructs continuation of the Works.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site shall remain the property of the Employer and shall be handed over to the Employer who shall be the sole arbitrator of what is an article of value.

**F.4.27 Priced Bills of Quantities**

The Tenderer shall submit a fully priced Bills of Quantities as well as a detailed breakdown and build-up of all items measured as lump sum items with the Tender Price. Lump sum items shall be measured in accordance with the Standard System of Measuring Building Work (Sixth Edition, including any subsequent amendments thereto), and shall form part of the Contract and shall be used for the purposes of preparing valuations, Payment Certificates, determining the value of Variation Orders, preparation of Final Accounts, etc.

Neither the Employer, nor its Agents shall be liable for any cost incurred for the award and subsequent withdrawal of the award of the Tender in terms of this clause.

**F.4.28 Prices and Net Measurements**

Prices throughout these Bills of Quantities shall be deemed to include for all obligations arising out of the Contract and unless otherwise specified, be held to include for making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works and return of packaging.

Prices for all items contained in these Bills of Quantities and any additional authorised variations shall be deemed to exclude all amounts due in terms of the Value Added Taxation legislation. A provision for the addition of VAT shall be made on the Final Summary page of the Bills of Quantities and Final Statement of Accounts, as applicable.

**F.4.29 Value Added Tax (V.A.T)**

All prices and or rates tendered shall be deemed to be **exclusive** of Value Added Tax.

Value Added Tax shall be added as a lump sum where provided on the Final Summary page of the Bills of Quantities, and the Tender Price **inclusive** of Value Added Tax will be shown on the Form of Tender.

Value Added Tax shall be calculated at the National going rate at the time of submission of bids.

**F.4.30 Site and Information**

Tenderers must acquaint themselves with the conditions of the Site and generally obtain their own information on all matters affecting the submission of Tenders for the Works. Tenderers will be held responsible for any misunderstanding or incorrect information obtained, except information which may have been given in writing over the signature of the Employer.

The contractor is expected to establish a construction camp, office and workshop facility, for the fulfilment of the contract. Site establishment facilities to be removed after the completion of the project.

The contractor must strictly use the working area provided by the Employer.

**F.4.31 Noise**

The Contractor shall take all reasonable measures to minimise noise levels resulting from construction activities and shall comply with all applicable local noise regulations and by-laws.

Noisy work (including but not limited to jackhammering, demolition, or use of powered machinery) shall only be carried out during the approved working hours of [insert times, e.g., 07:00–17:00, Monday to Friday], unless prior written approval has been obtained from the Employer and/or relevant authorities.

The Contractor shall implement appropriate noise mitigation measures—including barriers, silencers, or scheduling of high-noise operations—to limit disruption to surrounding properties and occupants.

Any noise complaints received must be addressed promptly, and the Contractor shall cooperate fully with the Employer in investigating and resolving such complaints. Failure to adhere to noise control requirements may result in the issuance of penalties or suspension of works until compliance is achieved.

**F.4.32 Water and Electricity**

The contractor is expected to make means for the provision of water and electricity for construction purposes. The use of such services from the site shall be at the discretion and on agreement with the end user department (i.e Department of Labour)

**F.4.33 Preliminaries Costs**

The Tenderer must allow in his pricing, or where provided for in the Tender Document, for all preliminaries costs deemed necessary for the proper execution and completion of the Works, as no late claims whatsoever for additional costs in this respect will be considered.

**F.4.34 Protection of Existing Work**

The Tenderer shall allow for the protection of all existing work that is liable to be damaged during the execution of this Contract and work that is liable to be damaged once the Contractor completes its Section of the Works.

**F.4.35 Mock-Up / Samples, etc.**

Samples, mock-ups, etc. will be called for by the Employer for approval and shall be provided at no extra cost as rates will be deemed to include for this.

**F.4.36 Substitution of Materials**

No substitution of the articles or materials specified in this Tender Document will be permitted unless the authority of the Employer has been obtained, in writing, before Tender closing. The Tenderer will otherwise be required to provide / or use the specified articles or materials. Approval of any request for the substitution of any article or materials will only be considered when the Employer is satisfied that if the substitution is approved, there is sufficient time remaining before Tender closing to advise all other Tenderers accordingly.

**F.4.37 Restriction on Site Access**

Tenderers are to price any items related to this under Clause 3.1 in the Preliminaries bill. The Employer and /or the Compulsory Tender Briefing will provide further details of the restrictions, if any that will affect the Contractor.

**F.4.38 Security**

The Tenderers are to note that upon award of the contract, they are to furnish the Employer (within 21 days of award), the following:

Construction Guarantee equal in value to 12.5% of the Contract Sum valid for the duration of the contract.

**F.4.39 Safety Requirements**

The Contractor is referred to the safety requirements associated with the project. It is of utmost importance that the successful contracting entity abides by the.

The Contractor will comply with all Health and Safety Regulations and the Health and Safety Plan.

Management of safety on site shall remain the sole responsibility of the Contractor.

**The safety on site, agreement and general information forms included in the Tender Returnables must be agreed and fully completed and submitted with the Tender Submission.**

**F.4.40 Budgetary Allowances / Provisional Sums**

Where applicable, these amounts have been included in the Tender Price where the work has not been defined at the date of Tender. It is intended that once the scope is defined, Tenders will be invited with a view to these Works being awarded as Nominated / Selected Subcontract works.

- The Specialist Consultant responsible for the specific work package will prepare documentation which is to include, specification and schedule of quantities that define the scope of works all in accordance with the Nominated / Selected Subcontract Agreement.

- The Quantity Surveyor will prepare the necessary Tender documents.
- The Employer will arrange for inviting / advertising of tenders subject to the payment of a non-refundable document fee, if applicable.
- The Employer will arrange to issue the tender documents from their offices and take receipt of amounts paid.
- The Tenders for the Works will be submitted to the Employer's office in terms of the tender closing times stipulated. Tenders will be opened and tender amounts read out at the time.
- The Quantity Surveyor will make copies of the returned Tender documents for distribution to the Employer.
- The Quantity Surveyor will prepare an initial financial evaluation report of the Tenders, Employer and Engineer will evaluate the Tenderer's technical compliance and capability and circulate to the Employer.
- The Employer will prepare a draft report, discuss with the Contractor to get their approval and finally circulate the draft to the other Consultants for final comment. Thereafter the Tender Report with Recommendations will be finalised by the Employer and circulated to the Employer for approval. On approval, the recommendation together with any instructions of award will be issued to the Contractor who will be responsible for appointing the relevant party as a Sub-contractor.

#### F.4.41 Community Liaison Officer (CLO)

The Tenderer shall allow for a CLO who is to be appointed and remunerated by the Contractor following identification and selection by the Ward Councillor.

<u>Purpose of the Job:</u>	The primary role of the CLO shall be liaison and facilitation of communication between the Contractor, the Local community and the Ward Councillor.
<u>Job title:</u>	Community Liaison Officer (CLO)
<u>Reporting to:</u>	The Contracts Manager or other delegated representative of the Contractor. The CLO must report to <b>the Contractor</b> and remain on site on a daily.
<u>Experience:</u>	Relevant experience and knowledge of building construction, community facilitation and relevant labour legislation.
<u>Remuneration:</u>	Rate payable for the CLO will be 200% of the Civil Engineering Industry minimum wage for unskilled labour.
<u>Minimum Skills:</u>	<ol style="list-style-type: none"> <li>1. Ability to work with others;</li> <li>2. Ability to communicate in Zulu and English;</li> <li>3. Ability to communicate in writing;</li> <li>4. Sound Interpretation skill.</li> </ol>

The Ward Councillor in whose wards work is to be done will collectively identify 3 (three) CLO candidates for the project and make such persons known to the Contractor within five days of being requested to do so. The Contractor will be required to enter a written contract with the CLO that specifies:

- (a) The hours of work and the wage rate of the CLO which could include:
- (b) The duration of the appointment
- (c) The duties to be undertaken by the CLO which could include:
  - Assisting in all respects relating to the recruitment of local labour and advising them of their rights
  - Acting as a source of information for the community and councilors on issues related to the contract
  - Keeping the contractor advised on community issues and issues pertaining to local security
  - Assisting in setting up any meeting or negotiations with affected parties
  - Keeping a written record of any labour or community issues that may arise
  - The CLO needs to be seen to be neutral by all parties and therefore should endeavour not to take sides should conflict arise.
  - Should the CLO function not involve a full days work, the CLO will be expected to undertake other work allocated by the Contractor for the balance of each day

Procedures for local labour recruitment:

- The Contractor submits a list of his/her requirements to the CLO, stating the numbers required in each labour category (general worker, bricklayer, etc.) and a programme that shows when these resources will be required.
- During the construction period, the CLO uses the list to identify candidates for employment, who are interviewed and if successful employed by the contractor.
- The Contractor keeps the CLO informed by providing him/her with employee's details at the start of their employment (name, residential address, ID number, wage, employment, start and finish date, task, etc.) and notify the CLO when their employment ends.

**F.4.42 Historical Disadvantaged Individuals or groups Participation Targets**

F.4.42.1 The tenderer undertake that a minimum of **25%-30** of the value of this contract will be sub-contracted to Local EME's and QSE's  
The tenderer is to provide the type and amount of work to be subcontracted and the Subcontractor will be selected once the award of the main contractor has been made.

F.4.42.2 Penalties:  
In the event that the contractor fails to substantiate that any failure to achieve the above condition was due to quantitative under runs, the elimination of items contracted to HDI's, or any other reason beyond the contractors control which may be acceptable to the Employer, the Contractor shall pay to the Employer penalties for an amount equal to one and half times the difference between the minimum and achieved Contract Participation Goal, expressed as a percentage and multiplied by the Award Value.

The Employer will not be liable for any increase in labour costs arising out of the use of selected local domestic sub-contractors and local labour. No Extension of time claims with cost will be entertained due to default by any of the selected domestic sub-contractor or the use of local labour

## **T1.3 SPECIFICATION FOR THE EMPLOYMENT OF SMME SUBCONTRACTORS**

### **D1. SCOPE**

This specification governs the employment of all SMME subcontractors.

### **D2. DEFINITIONS**

For the purposes of this section of the Project Specification, the definitions given in the JBCC Conditions of Contract for Construction, the Standard Specifications and the Project Specifications, together with the following additional definitions shall apply:

- (a) **"Contract"** and **"the contract"**: Shall have the meaning assigned thereto in subclause 1.1 of the JBCC Conditions of Contract.
- (b) **"Contractor"** and **"the contractor"**: Without further qualification, shall have the meaning assigned thereto in subclause 1.1 of the JBCC Conditions of Contract for Construction.
- (c) **"Main Contract"**: Any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the JBCC Conditions of Contract for Construction 1999 or other similar documents.
- (d) **"Management Team (MT)"**: A team that is set up after award of the contract, consisting of the Contractor, the Engineer, a delegated person from the Employer. The function of the MT will be to consult regarding the management of the subcontracts involving SMMEs. The MT will also evaluate the Contractor's performance regarding the goals set for SMME involvements.
- (e) **"SMME Unit"**: Persons provided by the Employer to monitor the procurement and work of SMMEs and provide limited mentoring services directly to SMMEs.

### **D3. USING SMMEs**

#### **D3.1 Contract Process**

After the Award of the Contract the successful Contractor will have to start the process as stipulated in this Project Specification for the involvement of SMMEs to achieve his Tendered SMME Goal. This contract process for subcontracting SMMEs must be completed in accordance of the detailed construction programme of the main contractor for the various works as to ensure momentum of the contract works at all times. The Contractor shall take due cognisance to also programme this SMME contract process in his detailed construction programme. The Contractor, with assistance from the Employer, must undertake the following tasks in approximately the order given below:

- If the SMME has not been identified prior to submission of tender, run a tender or quotation process in consultation with the MT.
- Sign a subcontract agreement for each work activity with the successful SMMEs Tenderer;
- Assist and monitor the SMME Subcontractors and their work output and quality;
- Issue a Certificate of Experience to each Subcontractor;
- Go through the tender and appointment phase for new SMMEs upon termination of their contract due to failure by them to perform.

**D3.2 Extent of the work to be undertaken by SMMEs**

The Contractor shall, when compiling his Tender, identify work to be undertaken by SMMEs to achieve the targets specified for SMME involvement in his tender. The Contractor will note that all work measured in the Bills of Quantities is the Contractor's sole responsibility.

Except for specific Labour Only subcontractors, the SMMEs will be responsible for procuring all required materials, labour, equipment and any other incidentals to undertake the works subcontracted to them.

The Contractor will supervise and manage the SMME work at all times to ensure compliancy with the specifications and drawings.

**D4. IDENTIFICATION OF WORK TO BE PERFORMED BY SMMEs**

The Contractor shall employ SMME subcontractors to the extent specified in the tender Goal Declaration, or as negotiated with the Contractor upon award. The participation level is determined relative to the value of the Accepted Contract Amount, or as adjusted, excluding Contingencies, Contract Price Adjustment Provisions and Value Added Tax.

During the SMME Tender phase the Contractor in consultation with the SMME Unit shall be responsible for identifying:

- the scope and extent of the works to be included in any particular SMME subcontract;
- the total number of subcontracts to be let;
- the time at which subcontracts will be let; and
- the duration of the subcontract;

in such a manner as will facilitate the achievement of all objectives and principles pertaining to SMMEs use and development as are stated in or as may reasonably be inferred from the conditions of this contract, due cognisance being taken of:

- the prevailing levels, ability, resources and previous experience of the potential candidates available;
- the training and assistance to be provided to the SMMEs in terms of this contract;
- the period allowed in the Appendix to Tender for completion of the contract works and the approved programme of works;
- all constraints and conditions contained in this contract, as may impact upon the subcontract.

**D5. TENDER PROCESS FOR SMMEs**

Where Provisional Sums have been allowed for SMME participation the tender process for the SMMEs will be conducted in one phase only.

SMMEs sourced through a competitive process in conjunction with the Employer's SMME Unit and the MT shall not be considered as Nominated Subcontractors unless specifically directed by the Employer.

**D5.1 Tender invitation**

A minimum of 3 (three) prices are to be obtained for each subcontract to be performed by SMMEs.

The KZNTAFAFA database of registered service providers [Contract Development Programme (CDP)] is to be used to solicit tenders. The Contractor may also use other sources, provided that respondents do subsequently register on the database.

**D5.2 Compilation and issue of enquiry documents**

The Contractor with assistance of the SMME Unit, shall compile the enquiry documents in such a manner that it will facilitate the achievement of all objectives and principles pertaining to SMMEs use and development as stated in or as may reasonably be inferred from the conditions of this contract.

All tender documentation shall be issued by the Contractor with all copies of tender documents compiled deemed to be included in the tendered rates under D10.

### D5.3 Assistance to the SMMEs

- (a) The Contractor shall be responsible for ensuring that prospective SMME Tenderers fully comprehend the:
- implications of the liabilities and responsibilities inherent in the particular basic level of subcontract applicable;
  - implications of the tendered rates;
  - scope and extent of the portion of the works included in the subcontract;
  - proper procedures for the submission of the tenders;
  - procedures and basis on which tenders will be adjudicated and the subcontract awarded.
- (b) The Contractor shall, in addition to the requirements of subclause 21.0 of the JBCC Conditions of Contract for Construction, guide, assist and mentor all eligible potential SMMEs wishing to submit tenders, in the proper completion and submission of their particular tenders, provided always that such assistance, guidance and mentoring by the Contractor shall:
- (i) be given at a level and to the extent which is commensurate with the particular basic level of subcontract applicable, due cognisance being taken of the capability which could reasonably be expected of potential SMMEs eligible to submit tenders for the particular level of subcontract applicable;
  - (ii) be given in a manner which is neither prescriptive, dictatorial, nor coercive towards the party wishing to submit the tender;
  - (iii) be given in a manner which does not unfairly prejudice or favour any particular eligible party wishing to submit a tender,

all with the view to enabling all interested SMMEs to submit valid, balanced, rational tenders.

- (a) The contractor is to appoint an SMME mentor.  
The mentor is to be a qualified Tradesman – CV to be provided to the to the PA and Health and Safety consultant for approval

The mentor needs to have experience of at least 10 years in the build environment:

- (i) Capable of reading and implementing construction documentation
- (ii) Quality control
- (iii) Programming of works
- (iv) With on-site experience
- (v) Supervisory role / Foreman/ Team leader

### D5.4 Adjudication

- (a) The Contractor shall receive all tenders at a location identified by him with all sealed tender submissions to be placed in a proper tender box for this purpose.
- (b) All tenders received shall be evaluated by the Contractor and MT for final approval.
- (c) The SMME Unit shall have the right to interview any tenderer for the purpose of:
- clarifying any aspect of the tender;
  - verifying the eligibility of the tenderer;
  - querying abnormally high or low rates and prices, and
  - clarifying rates and prices which are not in balance with other tendered rates and prices.

- (d) The Contractor shall provide all reasonable opportunity to such tenderers who have been interviewed, to correct obvious and patent errors, provided always that this can be achieved without altering the total tendered sum.
- (e) After the Award the Employer reserves the right to review the transparency of the Contractor's SMME subcontracting and award process.

**D5.5 Award of Tenders**

The Contractor shall explain his evaluation process of adjudication to all Tenderers and motivate his method of award if it may be necessary at any given time.

The successful Contractor will award the work to the successful SMME Tenderer, where after a subcontract agreement will be signed between the Contractor and the successful SMME Tenderer.

**D6. TERMS AND CONDITIONS OF SUBCONTRACT AGREEMENTS**

**D6.1 Contractual Obligations**

In accordance with the provisions of Sub-Clause 21.0 of the JBCC Conditions of Contract for Construction and subject always to the further provisions of this specification, the terms and conditions of each subcontract agreement shall be as mutually agreed in writing between the Contractor and the SMME.

Each subcontract agreement, which is entered into by the Contractor in accordance with the requirements of this specification, shall contain terms and conditions, which assign the responsibilities and liabilities of the two parties to the subcontract.

The terms and conditions of the subcontract agreement shall further ensure the provisions of this contract pertaining to:

- (a) the allowable sources from which workers may be drawn in terms of the contract;
- (b) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract works; and
- (c) any training to be provided to the temporary workforce;

shall apply as is in respect of all workers engaged and employed by any SMME.

**D6.2 Compilation**

The Contractor shall be responsible for the compilation of each subcontract agreement and ensuring that the terms and conditions are consistent with all requirements thereof, as are specified in or reasonably to be inferred from the provisions of this Contract. All costs associated with the tender process including the conclusion of the agreement are for the Contractor's account.

In addition to the provisions of subclause 21.0 of the JBCC Conditions of Contract for Construction, the final terms and conditions of each subcontract agreement shall be subject to the approval of the SMME Unit, which approval shall be obtained by the Contractor prior to entering into the subcontract.

The Contractor may not enter into any subcontract that contains terms more onerous or disproportionate to the risks inherent in the main contract for either the SMME or the Contractor.

The Contractor is required to use a standard form of subcontract and follow recommended practice contained in the CIDB Best Practice Guideline #D1 March 2004 Edition 1 of CIDB Document 1012, or as later amended, where not in conflict with this project documentation

**D7. CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED SMMEs**

The Contractor shall closely manage and supervise all SMMEs and shall manage, guide and assist each SMMEs in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning his works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures, etc. The extent and level of such

management, guidance and assistance, to be provided by the Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the SMMEs to achieve the successful execution and completion of his subcontract. Payment for such on-going assistance is deemed to be included in the rate tendered for the administrative cost of SMMEs.

#### **D7.1 Dispute Avoidance and Resolution Procedures**

The Contractor shall at all times:

- (a) apply the terms and conditions of the subcontract fairly and justly, taking due cognisance of the level of sophistication and experience of the particular SMME concerned, as well as the level of subcontract applicable;
- (b) closely manage and supervise all SMMEs and wherever feasible, shall give reasonable warning to SMMEs when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the SMMEs reasonable opportunity to make good any such contravention, or to avoid such contravention and shall render all reasonable assistance to the SMME in this regard.

When taking any disciplinary actions or imposing any penalties as are provided for in the subcontract, the Contractor shall explain fully to the SMMEs that such actions are provided for in the subcontract.

If any dispute should arise between the Contractor and a SMME such dispute shall be resolved in accordance with the provisions of the subcontract.

#### **D7.2 Quality of Work and Performance of the Subcontractor**

If the Subcontractor, in the opinion of the Employer, fails to comply with the criteria as listed below, the Employer shall issue a written warning to the Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer. These criteria are as follows:

- (a) Acceptable standard of works as set out in the specifications in the subcontract tender document
- (b) Progress in accordance with the time constraints in the Subcontractor's tender document
- (c) Punctual and full payment of the workforce and suppliers
- (d) Site safety
- (e) Environmental impacts.

The Subcontractor shall have 14 days from the date of receipt of the letter of warning by the Contractor to satisfactorily address the issues raised by the Employer, with the exception of point (d), for which the response time shall be 24 hours. Failure to do so, will be sufficient grounds for the Contractor to terminate the contract provided the SMME Unit is satisfied that the Contractor has made every effort to correct the performance by the Subcontractor.

#### **D7.3 PAYMENT TO SMMEs**

1. SMME subcontractors are to be invited to submit their payment applications monthly and are to be paid by the Contractor within 14 (fourteen) days of invoice.
2. Payment to SMMEs may not be delayed pending payment of the Contractor by the Employer.
3. Payment to SMMEs may not be subjected to set off costs unless provided for in law, and not exceeding 5% of the payment, unless approved by the Employer.
4. Payment to SMMEs may not be discounted for early payment.
5. The Contractor must acknowledge and honour cessions in favour of recognised financiers or suppliers of the SMME.

#### **D8. CONTRACTOR'S DUTIES UPON COMPLETION OF EACH SUBCONTRACT**

The Contractor shall, on the completion of each and every subcontract completed in accordance with the provisions of this specification, issue free of charge to the SMME within 7 days of the completion of the subcontract, a Certificate of Experience on a single A4 page stating:

- (a) **Contract data:**

- (i) Contract title;
- (ii) Contractor's full name and address;
- (iii) Employer's name and address;
- (iv) Employer's name;

**(b) Subcontract data:**

- (i) SMME name and address;
- (ii) Scope or extent of the subcontract works;
- (iii) Value of the subcontract works;
- (iv) Applicable level of the subcontract;
- (v) Duration of the subcontract;
- (vi) Date of completion of the subcontract;
- (vii) Description of the training undergone by the SMME;

**(c) Certifying the SMMEs completion of the subcontract.**

The format, layout and appearance of certificates issued shall be at the Contractor's discretion, provided always that they shall be respectable and presentable in accordance with the general standards of normal business practice. All certificates issued shall be co-signed by the Employer and a senior representative of the Contractor, who has been duly authorised thereto.

**D9. CONTRACTOR'S LIABILITY**

**D9.1** No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of Clause 21.0 of the JBCC Conditions of Contract for Construction, the Contractor shall be fully liable for the acts, defaults and neglects of any SMMEs, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.

**D9.2** Any failure or neglect by the Contractor to comply with the provision of the specifications, or any omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in the specifications, shall be deemed to constitute a warrant for the Employer to act in terms of Clause 21.6 of the JBCC Conditions of Contract for Construction.

**D9.3** The Contractor shall be required to appoint an SMME Construction Manager, who will be responsible to assist SMMEs as and when required. The SMME Construction Manager's duties are specified in Project Specifications - PSA 5.9

**D10. PERFORMANCE GUARANTEE**

**D10.1** Performance guarantees for 10 (ten) percent of the accepted SMME subcontract value will be required from SMME's whose subcontracts exceed R 500 000.00 (excluding VAT). Where such guarantees are provided by SMME subcontractors the return of same will be related to the time when the work carried out by the SMME subcontractor is complete to the satisfaction of the Contractor and the Employer.

**D11. RETENTION**

**D11.1** Retention on SMME subcontractors, whose subcontract value is less than R 1 000 000.00 (One Million Rand), will be released 3 months after the subcontract work carried out by the SMME is complete to the satisfaction of the Contractor and the Employer.

**D12. MEASUREMENT AND PAYMENT**

An item has been measured in the Preliminaries allowing the Contractor to price for the cost of the Contractor to manage and supervise the SMMEs during the execution of their works. The price tendered will be deemed to include all incidentals by the Contractor to comply with the conditions of this specification. No other claims will be entertained should SMMEs affect the contract works in any way, and the Contractor shall deem to include such effects in the handling cost percentage for the different SMME work packages above.

### **D13. SUBCONTRACTING BY SUBCONTRACTORS**

The Contractor is not to permit SMME subcontractors to further subcontract on any other conditions than those applying in the project specification to subcontractors or SMME subcontractors.

#### **SPECIFICATION FOR THE EMPLOYMENT OF SUBCONTRACTORS**

### **E1. SCOPE**

This specification governs the employment of all subcontractors that **are not SMMEs**, and where not specified elsewhere in the tender documents.

### **E2. TERMS AND CONDITIONS OF SUBCONTRACT AGREEMENTS**

In accordance with the provisions of Clause 21.0 of the JBCC Conditions of Contract for Construction and subject always to the further provisions of this specification, the terms and conditions of each subcontract agreement shall be as mutually agreed in writing between the Contractor and the subcontractor.

Each subcontract agreement, which is entered into by the Contractor in accordance with the requirements of this specification, shall contain terms and conditions, which assign the responsibilities and liabilities of the two parties to the subcontract.

The terms and conditions of the subcontract agreement shall further ensure the provisions of this contract pertaining to:

- (a) the allowable sources from which workers may be drawn in terms of the contract;
- (b) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract works; and
- (d) any training to be provided to the temporary workforce;

shall apply as is in respect of all workers engaged and employed by any subcontractor.

The Contractor shall be responsible for the compilation of each subcontract agreement and ensuring that the terms and conditions are consistent with all requirements thereof, as are specified in or reasonably to be inferred from the provisions of this Contract.

In addition to the provisions of clause 21.0 of the JBCC Conditions of Contract for Construction, the final terms and conditions of each subcontract agreement shall be subject to the approval of the Employer, which approval shall be obtained by the Contractor prior to entering into the subcontract.

The Contractor may not enter into any subcontract that contains terms more onerous or disproportionate to the risks inherent in the main contract for either the subcontractor or the Contractor.

The Contractor is required to use a standard form of subcontract and follow recommended practice contained in the CIDB Best Practice Guideline #D1 March 2004 Edition 1 of CIDB Document 1012, or as later amended, where not in conflict with this project documentation.

**E3. CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTORS**

The Contractor shall closely manage and supervise all subcontractors.  
The Contractor shall ensure that subcontractors are fully aware of the project specifications in respect of Health and Safety, Environmental, and Labour Management matters.

**E4. PAYMENT TO SUBCONTRACTORS**

1. Subcontractors are to be invited to submit their payment applications monthly and are to be paid by the Contractor within 30 (thirty) days of invoice.
2. Payment to subcontractors may not be delayed pending payment of the Contractor by the Employer.
3. Payment to subcontractors may not be subjected to set off costs unless provided for in law, and not exceeding 5% of the payment, unless approved by the Employer.
4. Payment to subcontractors may not be discounted for early payment.
5. The Contractor must acknowledge and honour cessions in favour of recognised financiers or suppliers of the subcontractors.

**E5. CONTRACTOR'S LIABILITY**

No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of Clause 21.0 of the JBCC Conditions of Contract for Construction, the Contractor shall be fully liable for the acts, defaults and neglects of any subcontractor, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.

Any failure or neglect by the Contractor to comply with the provision of the specifications, or any omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in the specifications, shall be deemed to constitute a warrant for the Employer to act in terms of Clause 21.0 of the JBCC Conditions of Contract for Construction.

**E6. PERFORMANCE GUARANTEE**

Performance guarantees for up to 10 (ten) percent of the accepted subcontract value may be required where subcontracts exceed R 500 000.00 (excluding VAT). Where such guarantees are provided by subcontractors the return of same will be related to the time when the work carried out by the subcontractor is complete to the satisfaction of the Contractor and the Employer.

**E7. RETENTION**

Retention on subcontractors, whose subcontract value is less than R 1 000 000.00 (One Million Rand), will be released 3 months after the subcontract work carried out by the subcontractor is complete to the satisfaction of the Contractor and the Employer.

**E8. SUBCONTRACTING BY SUBCONTRACTORS**

The Contractor is not to permit subcontractors to further subcontract on any other conditions than those applying in the project specification to subcontractors or SMME subcontractors.

**E9. THE CIDB STANDARD FOR DEVELOPING SKILLS THROUGH INFRASTRUCTURE CONTRACTS**

The Contractor shall be required to comply with the provisions of the CIDB Standard for Developing Skills through Infrastructure Contracts.

The South African government requires that its considerable expenditure on the delivery, maintenance, and operation of infrastructure (fixed assets that are constructed or result from construction operations) contribute to an increase in the number of people who have part or full occupational qualifications registered on the NQF or professional designations awarded by professional bodies or statutory councils.

The standard has been prepared to leverage contributions towards the increase of the pool of qualified skilled people, and where required professionally registered, through training on professional services, services, design and build or engineering and construction works contracts associated with such expenditure. The standard establishes a minimum contract skills development goal which is to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities linked to work associated with a contract which culminate in or lead to:

- a) a part or full occupational qualification registered on the National Qualification Framework;
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c) a national diploma registered on the National Qualification Framework; and
- d) registration in a professional category by one of the professional bodies listed in Table 1 of the standard.

The Contractor shall be responsible for achieving the Contract Skills Development Goal (CSDG) and are provided with a number of methods for measuring their achievements. Contractors may devolve such obligations onto subcontractors.

The Skills Development Agency (SDA) will provide career management and compliance reporting functions for all learners for CSDG compliance in terms of this Standard. Where the contractors provide direct employment to unemployed learners, or enrolls own employees for CSDG compliance, the contractor shall register them with the CIDB SDA. The SDA can also act as an employment intermediary for unemployed learners.

A copy of the standard can be accessed on the following web link:

<https://www.cidb.org.za/resource-centre/downloads-2/#47-121-wpfd-2020-1619783281> .”

## **T2.1 LIST OF RETURNABLE DOCUMENTS**

## T2.1 List of Returnable Documents

List of returnable documents are for ensuring that everything the employer requires a tenderer to submit with his tender is included in, or returned with, his tender submission. Tick below if returnable document is attached or completed properly.

#	LIST OF RETURNABLE DOCUMENTS	TICK IF ATTACHED
T2.1.1	Invitation to Bid SBD 1	
T2.1.2	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022	
T2.1.3	Proof or documentation required in terms of this tender to claim points for specific goals	
T2.1.4	Valid VAT Certificate (if applicable)	
T2.1.5	CSD Registration	
T2.1.5	Valid Tax Pin Certificate	
T2.1.6	Joint Venture Agreement Between Parties (If applicable)	
T2.1.7	Parties Cancelled Cheque or Original Letter From Bank	
T2.1.8	Letter from the Bank Stating All Signatories (Not Applicable)	
T2.1.9	Identity Documents (Not applicable)	
T2.1.10	Contractor's Copy of Registration of Incorporation or Company Registration Documents & Share Certificates (Not Applicable)	
T2.1.11	CIDB Registration (Provide CRS number)	
T2.1.12	Public Liability Insurance Cover or letter of intent (R10m or above) (Not applicable)	
T2.1.13	Copy of a Valid Letter of Good standing i.e. COIDA Certificate from DOL / RMA / FEM	
T2.1.14	Compulsory Enterprise Questionnaire (not applicable)	
T2.1.15	Bidder's Disclosure SBD 4	
T2.1.16	Signed Certificate of Attendance At Compulsory Briefing	
T2.1.17	Certificate of Authority For Signatory	
T2.1.18	Record of Addenda to The Tender Documents (If applicable)	
T2.1.19	Tenderer's Financial Standing (Recent/Latest Three Year Signed Annual Financial Statements or Stamped bank rating letter by certified banker) or signed and stamped Credit Facility/ Bank Overdraft letter from Accredited Financial Institution	
T2.1.20	Amendments, Qualifications And Alternatives	
T2.1.21	Socio Economic Upliftment Strategy	
T2.1.22	Contractor's Health And Safety Declaration	
T2.1.23	Safety Health Environmental And Quality Management System (SHEQ) Plan	
T2.1.24	Project Experience	
T2.1.25	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)	
T2.1.26	Client References	
T2.1.27	Key Personnel	
T2.1.28	Preliminary Programme Schedule	
T2.1.29	Schedule of Plant And Equipment	

	Fully Priced Bill of Quantities	
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<b>MANDATORY DOCUMENTS:</b>	
<b>Id</b>	<b>Details</b>
1	Proof of Central Supplier Registration (CSD)
2	Tax Pin to verify Tax Compliance Status
3	For Joint Venture parties (JV Agreements) (If applicable)
4	Valid and Active CIDB Grading of 3GB and above (or higher)
5	Completion and signing of all the attached SBD Forms (SBD 1, SBD 4, SBD 6.1))
6	Copy of a Valid Letter of Good standing i.e. COIDA Certificate from DOL / RMA / FEM
7	Public Liability Cover/ Letter of Intent specific to the project (R10m or above)
8	Recent/Latest One Year Signed Annual Financial Statements
9	Completion, Signing and witnessing the Priced Form of Offer (Words & Numerically)
10	JV Agreement signed by all parties (where applicable) and also indicating % share split
13	Proof of attendance of Compulsory Site Briefing Meeting
14	Proof of tender document purchase in the name of the bidding entity (Not applicable)
15	Fully Completed BOQs

## **T2.A RETURNABLE SCHEDULES (ALL COMPULSORY)**

## T2.1A RETURNABLE SCHEDULES

Contains documents that the tenderer is required to complete for the purpose of evaluating tenders and other schedules which upon acceptance become part of the subsequent contract.

#	<b>QUALITY EVALUATION SCHEDULES</b>
T2.1.22	Safety Health Environmental And Quality Management System (SHEQ) Plan
T2.1.23	Project Experience
T2.1.24	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)
T2.1.25	Key Personnel (Refer to page 87 for template for Key Personnel)
T2.1.26	Preliminary Programme Schedule
T2.1.27	Schedule of Plant and Equipment

### RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

Record of Addenda to Tender Documents
Declaration Concerning Fulfilment of the Construction Regulations, 2003
First Programme and Method Statement
Preliminary Health and Safety Plan 4 completion)
Form of offer and acceptance
Contract data
Forms of securities

**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE  
COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the document.

**CONDITIONS OF BID**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
  
2. I/we agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Bidding Documents, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal Conditions of Contract, with which I/we am fully acquainted;
  - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
  - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :  
 .....  
 .....
  
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
  
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
  
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
  
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

**7.CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- 7.(1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- 7.(2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
  - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
  - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

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

.....  
**SIGNATURE OF BIDDER OR DULY  
AUTHORISED REPRESENTATIVE**

.....  
**NAME IN BLOCK LETTERS**

**ON BEHALF OF (BIDDER'S NAME)** .....

**CAPACITY OF SIGNATORY** .....

**NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)** .....

.....  
**POSTAL ADDRESS** .....

.....  
**TELEPHONE NUMBER:** .....

**FAX NUMBER:** .....

**CELLULAR PHONE NUMBER:** .....

**E-MAIL ADDRESS:** .....

**DECLARATION THAT INFORMATION ON CENTRALSUPPLIER DATABASE (CSD) IS  
CORRECT AND UP TO DATE**  
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

.....

WHO REPRESENTS (state name of bidder)

.....

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:**.....

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (KWAZULU-NATAL TOURISM AND FILM AUTHORITY (KZNTAFAFA))</b>					
BID NUMBER:	<b>KZNTAFA13/202526</b>	CLOSING DATE: <b>17 April 2026</b>		CLOSING TIME:	<b>11:00AM</b>
DESCRIPTION	<b>SOMKHANDA COMMUNITY GAME RESERVE TOURISM INFRASTRUCTURE REFURBISHMENT</b>				
	The project requires the refurbishment of the existing roof structures at the Somkhanda Game Reserve and entails the following:  Supply, delivery and install thatch tiles on top of existing thatch roof for the main building and kitchen/restaurant, the view deck, bathrooms, and the following 6 buildings: Main Building and Kitchen; View side deck; Bathroom; Kudu Lodge rooms 1,2,3; Kudu Lodge rooms 4,5,6 and Kudu Kitchen.				
DESCRIPTION OF THE WORKS	Works to include the inspection and preparation of the existing structure to receive the new covering, as well as the full structural timber support, Harvey tile installation, ridges, fixings, compliance and all necessary sundries to deliver a watertight roof system in accordance with structural requirements and the manufacturer's specifications.				
LOCATION OF THE WORKS	The designated site is Somkhanda Game Reserve is located off R69 in Pongola, uPhongolo Local Municipality, Zululand District Municipality in Ward 14.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>					
<b>KWAZULU-NATAL TOURISM AND FILM AUTHORITY</b>					
Ithala Trade Centre 29 Canal Quay (Signal) Road 2 <sup>nd</sup> Floor (Reception Area) Durban 4001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Sboniso Gama and Olivia Manjate</b>		CONTACT PERSON	<b>Abie Wentzel</b>	
TELEPHONE NUMBER	<b>031 366 7500</b>		TELEPHONE NUMBER	<b>031 366 7500</b>	
FACSIMILE NUMBER	<b>N/A</b>		FACSIMILE NUMBER	<b>N/A</b>	
E-MAIL ADDRESS	<a href="mailto:tenders@visitkznsa.com">tenders@visitkznsa.com</a>		E-MAIL ADDRESS	<a href="mailto:abie@visitkznsa.com">abie@visitkznsa.com</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
<b>SBD 6.1 REQUIREMENT MUST BE COMPLIED TO CLAIM POINTS ON SPECIFIC GOALS</b>					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [[IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [[IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	---	---	---

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b></p>	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED.....

## T2.1.2 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

### SBD 6.1

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

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

#### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20 \quad \text{or} \quad 90/10$$

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<i>At least 51% of Black Africans, Indians and Coloreds Owned Companies</i>	N/A	05	N/A	
<i>At least 51% Women Owned Companies</i>	N/A	05	N/A	
<i>At least 51% of Youth Owned Companies</i>	N/A	05	N/A	
<i>The promotion of local companies located in Pongola</i>	N/A	05	N/A	

### **T2.1.3 PROOF/DOCUMENTATION FOR CLAIMING OF PREFERENTIAL/SPECIFIC GOALS POINTS**

*Attached hereto is my / our Proof/documentation supporting the allocation of specific goals points. My failure to submit the proof/documentation with my / our tender document will lead to the conclusion that I am / we do not wish to claim preference/specific goals points.*

#### **Source Documents to be submitted with the Bid**

\* **Black Verification Ownership** ( will be verified through submission of the Sworn Affidavit or BBBEE Certificate with a summary report.

\***Women Verification Ownership** (will be verified through submission of the Sworn Affidavit or BBBEE Certificate with a summary report or CSD report)

\***Youth Verification Ownership** (will be verified through submission of the Sworn Affidavit or BBBEE Certificate with a summary report or CSD report)

\***The promotion of enterprises located in Pongola** ( will be verified through submission of a letter from the Council or a Utility Bill)

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a

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

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

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

**T2.1.4 VALID VAT CERTIFICATE**

***Attached hereto is my / our original valid certified copy of my / our VAT registration certificate. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered for VAT.***

## T2.1.5 CSD REGISTRATION -TAX CLEARANCE CERTIFICATE WITH PIN

### IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

#### **"Tax clearance certificate**

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."

2. The ST 5.1 form: Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a **Tax Clearance Certificate that will be valid for 6 months from date of issue, unless otherwise indicated on the certificate issued by SARS. This Tax Clearance Certificate must be submitted in the original as an integral part of the tender.**

Consortium / Joint Venture must also register as JVs on CSD.

**Bidders are to ensure they are registered on the Central Supplier Database (CSD).**

3. An **example** of the Application for Tax Clearance Certificate which Tenderers may use to apply for the Tax Clearance Certificate is included hereafter and is available at any Receiver's Office.

**T2.1.6 JOINT VENTURE AGREEMENT BETWEEN PARTIES**

*Attached hereto is our duly signed, notarised Joint Venture Agreement. Our failure to submit the agreement with our tender document will lead to the conclusion that the joint venture has not been formally formed and all parties were not involved in the tender process.*

**T2.1.7 CANCELLED CHEQUE OR ORIGINAL LETTER FROM BANK**

***Attached hereto are my / our original cancelled cheques or an original letter from my / our bank confirming our banking details. My / our failure to submit the cheque or letter with my / our tender document will lead to the conclusion that the banking details could not be confirmed with the bank.***

**T2.1.8 LETTER FROM THE BANK STATING ALL SIGNATORIES**

***Attached hereto is my / our letter from my / our bank stating all signatories on our account. My / our failure to submit the letter with my / our tender document will lead to the conclusion that any one person within my entity can sign all official documents at the bank.***

**T2.1.9 IDENTITY DOCUMENTS**

***Attached hereto are my / our original certified copies not older than 3 months of my / all owners / directors / members / shareholders identity documents.***

**T2.1.10 CONTRACTOR'S COPY OF REGISTRATION OF INCORPORATION OR COMPANY REGISTRATION DOCUMENTS**

*Attached hereto is my / our original certified copies of company registration of incorporation or company registration documents. My failure to submit the copy with my / our tender document will lead to the conclusion that I am / we are not registered as claimed.*

**T2.1.11 CIDB REGISTRATION CERTIFICATE**

***Attached hereto is my / our registration certificate with the Construction Industry Development Board. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with CIDB.***

***NOTE: The CIDB can be contacted or visited on [www.cidb.org.za](http://www.cidb.org.za) for more information and registration. Obtain a "Code of Conduct for all parties engaged in construction procurement" for you information.***

**NOTE: Regard must be had to the information regarding the CIDB Standard for Developing Skills through Infrastructure Contracts (July 2020) and compliance with the draft Guidelines on the [www.idb.org.za](http://www.idb.org.za) website**

**T2.1.12 COPY OF A LETTER OF GOODSTANDING WITH COMPANSATION FOR OCCUPATIONAL INJURIES AND DIESES ACT (COIDA) REGISTRATION CERTIFICATE**

*Attached hereto is my / our certified copy of A Letter Of Good Standing with the Compensation for Occupational Injuries and Diseases, e.g. letter of good standing. My / our failure to submit the certificate with your tender offer will lead to the conclusion that your entity/ company is not registered with COIDA.*

**T2.1.13 PUBLIC LIABILITY INSURANCE COVER/ LETTER OF INTENT (SPECIFIC TO THE PROJECT)**

***Attached hereto is my / our Public Liability Cover (R10 Million or above). My / our failure to submit the proof of Public Liability with your tender offer will lead to the conclusion that your entity/ company does not have Public Liability Cover.***

**T2.1.14 COMPULSORY ENTERPRISE QUESTIONNAIRE QUESTIONNAIRE****Section 3: CIDB registration number, if any: .....****Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record in the service of the state**

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

- |  |   |
|--|---|
| <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

\*insert separate page if necessary

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

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

- |  |   |
|--|---|
| <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"/> a member of the board of directors of any municipal entity            |   |

an official of any municipality or municipal entity     an employee of Parliament or a provincial legislature

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

\*insert separate page if necessary

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

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

Date \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_



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

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA

SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN

MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bid der

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

**T2.1.16 CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING SESSION**

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: **SOMKHANDA COMMUNITY GAME RESERVE TOURISM INFRASTRUCTURE REFURBISHMENT**

Bid Reference No: **KZNTAFA13/2025/26**

**DATE & TIME: 1<sup>st</sup> of April 2026 @11h00 am to 12h00 pm**

**VENUE: SOMKHANDA COMMUNITY RESERVE, GPS Site coordinates -27.591053, 31.843571**

This is to certify that (bidder's representative name)

\_\_\_\_\_

On behalf of (company name) \_\_\_\_\_

Visited and inspected the site on \_\_\_/\_\_\_/\_\_\_\_\_ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

\_\_\_\_\_  
**Signature of Bidder or Authorized Representative**

(PRINT NAME)

**DATE:** \_\_\_/\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
**Name of Departmental or Public Entity Representative**

(PRINT NAME)

Departmental Stamp With Signature

**NB// BIDDERS WHO DID NOT ATTEND A COMPULSORY BRIEFING SESSION WILL BE DISQUALIFIED**

**T2.1.17 AUTHORITY TO SIGN A BID**

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(I) CLOSE CORPORATI ON	(II) COMPANIES	(III) SOLE PROPRIETO R	(IV) PARTNERSH IP	(V) CO- OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

whose signature is .....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

*(If the space provided is not enough, a separate list should be attached)*

**Note:**

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

**Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.**

**T2.1.18 RECORD OF ADDENDA TO THE TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed ..... Date .....

Name .....

ID number ..... Position .....

Tenderer .....

**T2.1.19 TENDERER'S FINANCIAL STANDING**

The Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker/ recent audited financial statements, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder: \_\_\_\_\_

Name of Bank : \_\_\_\_\_ Branch : \_\_\_\_\_

Account number : \_\_\_\_\_ Type of account : \_\_\_\_\_

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

Name of contact person (at bank) : \_\_\_\_\_

***Failure to provide either the required certified bank rating/audited financial statements with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.***

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNATURE: \_\_\_\_\_ IDENTITY NUMBER: \_\_\_\_\_

(of person authorised to sign on behalf of the Tenderer) DATE: \_\_\_\_\_

**T2.1.20 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

*(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).*

I / We herewith propose amendments, alternatives and discounts as set out in the tables below:

**(a) AMENDMENTS**

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

**[Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;**  
**(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.**

**(b) ALTERNATIVES**

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

**[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.**  
**(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.**  
**(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]**

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

**[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded. Only unconditional discounts will be considered]**

SIGNATURE: ..... IDENTITY NUMBER: .....

(of person authorised to sign on behalf of the Tenderer) DATE:.....

**T2.1.21 SOCIO ECONOMIC UPLIFTMENT STRATEGY**

***Attached hereto are my / our proposed socio economic upliftment strategy. The strategy will as a minimum address items such as skills upliftment, training, sub contracting, skilled and semi-skilled labour employment, procurement of local labour and materials, employment of woman, youth and disabled, etc.***

Notes:

- a) The developer has a commitment to utilising the local community resources and labour, and as such preference will be shown to bidders who prioritise local employment.
- b) As part of the tender documentation a methodology is to be submitted proposing as to how the main contractor will deal with the social economic expectations of the surrounding community.  
  
The proposal is to allow for a suitable employment ratio of local community members and any additional measures that will enable future local community upliftment.
- c) The main contractor is required to familiarise himself with the community and local authority to ascertain for himself the full extent of the community's requirements and minimum wages.
- d) The contractor shall appoint a community liaison officer and shall be responsible for all community negotiations etc.

### **T2.1.22 PROPOSED 25%-30% SUBCONTRACTING / CONTRATOR PARTICIPATION GOALS (CPG)**

- Objective - The objective of the KZNTAFAFA Targeted Procurement Policy is to bring about meaningful transformation in the built environment construction industry through the following:
  - Meaningful Economic Participation;
  - Transfer of Technical, Management and Entrepreneurial Skills; and
  - Creation of sustainable Large Black Enterprises
- The tenderer notify the Employer herewith of the intension to subcontract a portion of the works as per *Government Gazette No.41237 10 November 2017 of the CIDB Standard for Contract Participation Goals for Targeting Enterprises and Labour Through Construction Works Contracts as per the guidelines on SANS 10845-5:2015 ISO 10845-5:2011 Construction Procurement – Part 5 : Participation of targeted enterprises in contracts . South African Bureau of Standards and CIDB Competence Standard for Contractors dated 31 October 2017. (Note: This Schedule T2.2.22 shall have precedence in the interpretation of any ambiguity or inconsistency between it and the aforementioned CIDB gazette and ISO guidelines).*
- The tenderer undertake that a minimum of **25%-30** of the value of this contract will be sub-contracted to Local EME's and QSE's. The municipality will issue the list from which the subcontractors will be selected from.
- Sub-contracting Value – the value of goods, services and works paid to one or more targeted enterprise(s) exclusive of the following:
  - Cost of major strategic materials defined by the Engineer/ Project Manager; and
  - All allowances, and any Value Added Tax or sales tax which the law requires the employer to pay to the contractor
  - Preliminary and Generals
- The tenderer is to provide the type and amount of work to be subcontracted and the Subcontractor will be selected once the award of the main contractor has been made.
- The Contractor shall further ensure that in the event of him employing any sub-contractors in terms of this agreement, he shall provide Council with a signed Section 37 Agreement in terms of the Occupational Health and Safety Act 85 of 1993, entered into between himself and such sub-contractor/s.
- The Contractor shall be responsible for all acts, defaults and negligence of its subcontractors and their experts, agents or employees as if they were acts, defaults or negligence of the Contractor and the Contractor shall not be absolved from its responsibility in terms of this Agreement on the basis that such person was acting outside the scope of its engagement by the Contractor

- Eligibility for Sub-contractors:
  - Developed enterprise must not have equity holding exceeding 20%, either directly or through a flow through principle. This will be applicable when the database of targeted enterprises is established.
  - CIDB registration 1 to 3 (GB, CE, ME or EB – as required on site)
  - SARS registration and tax clearance certificate or SARS pin
  - CIPC registration
  - Letter of Good Standing from Department of Labour
  
- No sub-contract can create relations between any subcontractor and Council

No	Nature and extent of work (Only Provisional Sum Items)	Percentage of work to be subcontracted excluding escalation, contingency and value added tax
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

\* Attach additional pages if more space is required.

SIGNATURE: .....  
 (of person authorised to sign on behalf of the Tenderer)

DATE: .....

**END OF SECTION**

## **T2.1.23 CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

In terms of Clause 5(1)(h) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014. To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

### **Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I could be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS Act 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 33 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 4 of the OHS Act 1993 Construction Regulations 2014 before I could be allowed to proceed with any work under the contract.

SIGNATURE: \_\_\_\_\_ IDENTITY NUMBER: \_\_\_\_\_

(of person authorised to sign on behalf of the Tenderer) DATE: \_\_\_\_\_

**T2.1.24 EVALUATION SCHEDULE: SAFETY HEALTH ENVIRONMENTAL AND QUALITY MANAGEMENT SYSTEM (SHEQ) PLAN**

Attached hereto are my / our SHEQ Plan, all in compliance with the Health and Safety Specification – Annexure A or Letter of Undertaking from a Qualified OHS Consultant

**(PLEASE ATTACHED HERE)**

**T2.1.25 EVALUATION SCHEDULE: PROJECT EXPERIENCE**

The Tenderer shall provide details of his relevant experience on similar large-scale projects above R60 mil completed in the past 10 years. In support tendres are to complete the “Project Experience” schedule below and attach thereto copies of (a) Letters of Appointment, and (b) all the relevant Completion Certificates (practical completion, work completion & final completion)

PROJECT NAME	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Excl VAT)	START DATE	COMPLETION DATE
A.				
B.				
C.				
D.				



**T2.1.26 EVALUATION SCHEDULE: LETTERS OF APPOINTMENT, AND RELEVANT COMPLETION CERTIFICATES (PRACTICAL COMPLETION, WORK COMPLETION & FINAL COMPLETION)**

Tenderer is to attach all letter of appointment and completion certificate corresponding to the project listed in T1.2

## T2.1.26 EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Client Reference Scorecards” will be completed by each of the respective Clients for the projects listed in the “Relevant Experience” returnable schedule.

### REPORT ON CONTRACTOR’S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Employer and is to be supported in each case by a letter of award and the works completion certificate.

**PROJECT A:**

**Employer:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

Actual Contract Duration: .....

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?  
 .....

**Employer Firm:** .....

**Telephone:**

Stamp

**PA Signature:** .....

**Date:**

**Client Signature:** .....

**Date:** .....

## T2.1.26 EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Employer and is to be supported in each case by a letter of award and the works completion certificate.

**PROJECT B:**

**Employer:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Actual Contract Duration:** .....

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....  
 .....

**Employer Firm:** .....

**Telephone:** .....

Stamp

**PA Signature:** .....

**Date:** .....

**Client Signature:** .....

**Date:** .....

## EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Employer and is to be supported in each case by a letter of award and the works completion certificate.

**PROJECT C:**

**Employer:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Actual Contract Duration:** .....

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....  
 .....

**Employer Firm:** .....

**Telephone:** .....

Stamp

**PA Signature:** .....

**Date:** .....

**Client Signature:** .....

**Date:** .....

## EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Employer and is to be supported in each case by a letter of award and the works completion certificate.

**PROJECT D:**

**Employer:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Actual Contract Duration:** .....

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....  
 .....

**Employer Firm:** .....

**Telephone:** .....

Stamp

**PA Signature:** .....

**Date:** .....

**Client Signature:** .....

**Date:** .....

## EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Employer and is to be supported in each case by a letter of award and the works completion certificate.

**PROJECT E:**

**Employer:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Actual Contract Duration:** .....

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....  
 .....

**Employer Firm:** .....

**Telephone:** .....

**PA Signature:** .....

**Date:** .....

Stamp

**Client Signature:** .....

**Date:** .....

## EVALUATION SCHEDULE: REPORT ON CONTRACTOR'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Employer and is to be supported in each case by a letter of award and the works completion certificate.

**PROJECT F:**

**Employer:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Actual Contract Duration:** .....

Description / Performance	Very poor	Poor	Fair	Good	Excellent
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....  
 .....

**Employer Firm:** .....

**Telephone:** .....

Stamp

**PA Signature:** .....

**Date:** .....

**Client Signature:** .....

**Date:** .....

**T2.1.27****EVALUATION SCHEDULE: KEY PERSONNEL**

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

**The Tenderer shall list below the personnel that he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally. (definition of local)**

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Structural Engineer						
Quantity Surveyor						
Construction Manager, Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
<b>Others:</b> ..... ..... ..... ..... .....						

The Tenderer is referred to Clause F.2.1.1.2 of the Tender Data and shall insert in the spaces provided on the following pages details of the key personnel required to be in the employment of the tenderer or other organization, in order for the tenderer to be eligible to submit a tender for this project. Proof of professional registration must be appended to these schedules, together with the Curriculum Vitae of each individual.

SIGNATURE: ..... IDENTITY NUMBER: .....

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

**EVALUATION SCHEDULE: CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)**

*(CVs are required only for site agent, contract or project manager and technician and foreman)*

**CV FOR STRUCTURAL ENGINEER**

<b>Name:</b>		<b>Date of birth:</b>
<b>Profession:</b>		<b>Nationality:</b>
<b>Qualifications:</b>		
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Name of Employer (firm):</b>		
<b>Current position:</b>		<b>Years with firm:</b>
<b><u>Employment Record:</u></b>		
<b><u>Experience Record Pertinent to Required Service:</u></b>		

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE: ..... IDENTITY NUMBER: .....

*(of person authorised to sign on behalf of the Tenderer)*  
**(OWNER OF THE CV)**

DATE:.....









## T2.1.29 EVALUATION SCHEDULE: SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted. (will be hired)

- (a) **Details of major equipment owned by me / us and are immediately available for this contract.**

DESCRIPTION ( <i>type, size, capacity etc</i> )	QUANTITY	YEAR OF MANUFACTURE

*Attach additional pages if more space is required*

- (b) **Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted**

DESCRIPTION ( <i>type, size, capacity etc</i> )	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

*Attach additional pages if more space is required*

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

***Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, and will prejudice his tender.***

SIGNATURE: ..... IDENTITY NUMBER: .....

(of person authorised to sign on behalf of the Tenderer)

DATE:.....



## **PART C1 : AGREEMENT AND CONTRACT DATA**

**C1.1 Form of Offer and Acceptance**

**C1.2 Contract Data**

**C1.3 Form of Guarantee (Pro Forma as per specific contract)**

**C.1.4 Adjudicators Agreement**

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

## C1.1 Form of Offer and Acceptance

### OFFER

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

#### **KZNTAFA SOMKHANDA COMMUNITY GAME RESERVE TOURISM INFRASTRUCTURE REFURBISHMENT**

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 authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....  
..... Rand (in words); R ..... (in figures inclusive of 15% VAT)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature ..... Date .....

.....  
Name ..... Identity number .....

.....  
Capacity .....

**for the tenderer**  
(Name and address of organization) .....

Name and signature of witness .....

CIDB Registration number .....

**NOTE: Failure of a tenderer to sign this part of the tender form (offer) will invalidate the tender**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 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 employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature ..... Date .....

Name ..... Identity number .....

Capacity .....

**for the Employer** KwaZulu-Natal Tourism and Film Authority  
 Ithala Trade Centre  
 29 Canal Quay (Signal) Road  
 2nd Floor (Reception Area)  
 Durban  
 4001

Name and signature of witness ..... Date .....



## **C1.2 CONTRACT DATA**

**KWAZULU-NATAL TOURISM AND FILM AUTHORITY**

**SOMKHANDA COMMUNITY GAME RESERVE TOURISM INFRASTRUCTURE  
REFURBISHMENT**

**C1.2 Contract Data for Bid No: KZNTAFA13/202526**

The Conditions of Contract are clauses 1 to 30 of the **JBCC Principal Building Agreement (Edition 6.2 May 2018)** published by the Joint Building Contracts Committee together with KZNTAFAFA's Special Conditions of Contract.

The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (Government Gazette, No. 48491, 28 April 2023), hereinafter referred to as the Standard

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011 315-4140), Master Builders Association (011 205-9000; 057 352-6269) South African Association of Consulting Engineers (011 463-2022) or South African Institute of Architects (051 447-4909; 011 486-0684; 053 831-2003)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement. (check item 1.0 below)

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

**The additions, deletions and ALTERATIONS to the JBCC Principal Agreement are:**

## Contract Agreement

Clause Number	Contract Agreement
41.0	<p><b>41.0 POST TENDER PROVISIONS</b></p> <p>41.1 All information provided in this section requires consultation with the <b>parties</b> to the <b>agreement</b>.</p> <p>41.2 The completed <b>Contract Data - Employer</b> and <b>Contractor</b></p> <p>41.3 <b>Contractor</b> addenda and such other pertinent documents as listed below shall form part of this <b>agreement</b>:</p> <p>41.3 The dispute resolution body selected by the <b>parties</b> is:</p> <p style="text-align: center;"><b><u>THE ASSOCIATION OF SOUTH AFRICAN ARBITRATORS</u></b></p> <p>41.4 The <b>employer</b> shall provide a <b>Payment Guarantee</b> <input type="text" value="N/A"/> (amount)</p> <p>41.5 An annual building industry holiday period is applicable <input type="text" value="YES"/> (yes/no)</p> <p>41.6 Further provisions and information agreed by the parties:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
42.0	<p><b>42.0 CONTRACTUAL AGREEMENT</b></p> <p>42.1 This <b>agreement</b> is the entire (special conditions?) contract between the <b>parties</b> regarding the matters addressed herein. No representations, terms, conditions or warranties not contained in this <b>agreement</b> shall be binding on the <b>parties</b>. No agreement or addendum varying, adding to, deleting or terminating this <b>agreement</b> including this clause shall be effective unless reduced to writing and signed by the <b>parties</b>.</p> <p>42.2 <b>Contracting Parties</b></p> <p>(1) <b>Employer</b> : <b>THE KWAZULU-NATAL TOURISM AND FILM AUTHORITY</b></p> <p><b>AUTHORITY</b></p> <p>Physical Address : KwaZulu-Natal Tourism and Film Authority Ithala Trade Centre 29 Canal Quay (Signal) Road 2nd Floor (Reception Area) Contact: Thembekile Mdlophane and Olivia Manjate Telephone: 031 366 7500 Email: tenders@visitkznsa.com</p> <p>TAX / Vat Registration no :</p>

Clause Number	Contract Agreement								
	<p>(2) <b>Contractor</b> :</p> <p>Physical Address :</p> <p>Telephone :</p> <p>Fax :</p> <p>E-mail :</p> <p>TAX / Vat Registration no :</p> <p>42.3 The accepted contract sum (inclusive of tax)</p> <p style="text-align: right;">(amount) <input style="width: 150px; height: 15px;" type="text"/></p> <p>(In words) _____</p> <p>_____</p> <p>_____</p> <p>42.4 Signature of the contracting <b>parties</b>:</p> <p>Thus done and signed at _____ on _____</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____ Name of signatory</p> </td> <td style="width: 50%; border: none;"> <p>_____ For and on behalf of the <b>employer</b> who by signature hereof warrants authorisation hereto</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Capacity of signatory</p> </td> <td style="border: none;"> <p>_____ As Witness (1)</p> </td> </tr> </table> <p>Thus done and signed at _____ on _____</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>_____ Name of signatory</p> </td> <td style="width: 50%; border: none;"> <p>_____ For and on behalf of the <b>contractor</b> who by signature hereof warrants authorisation hereto</p> </td> </tr> <tr> <td style="border: none;"> <p>_____ Capacity of signatory</p> </td> <td style="border: none;"> <p>_____ As Witness (2)</p> </td> </tr> </table>	<p>_____ Name of signatory</p>	<p>_____ For and on behalf of the <b>employer</b> who by signature hereof warrants authorisation hereto</p>	<p>_____ Capacity of signatory</p>	<p>_____ As Witness (1)</p>	<p>_____ Name of signatory</p>	<p>_____ For and on behalf of the <b>contractor</b> who by signature hereof warrants authorisation hereto</p>	<p>_____ Capacity of signatory</p>	<p>_____ As Witness (2)</p>
<p>_____ Name of signatory</p>	<p>_____ For and on behalf of the <b>employer</b> who by signature hereof warrants authorisation hereto</p>								
<p>_____ Capacity of signatory</p>	<p>_____ As Witness (1)</p>								
<p>_____ Name of signatory</p>	<p>_____ For and on behalf of the <b>contractor</b> who by signature hereof warrants authorisation hereto</p>								
<p>_____ Capacity of signatory</p>	<p>_____ As Witness (2)</p>								

Clause Number	Contract Agreement	
	<p>Details of Witness (1)</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>	<p>Details of Witness (2)</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>

**The Joint Building Contracts Committee® - NPC**  
**CONTRACT DATA**  
*For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES*  
**Principal Building Agreement Edition 6.2 - May 2018**

## A PROJECT INFORMATION

### A 1.0 Works [1.1]

Project name	Upgrades and Revamp to Somkhanda Game reserve
Reference number	KZNTAFAFA
Works description	Supply, delivery and install thatch tiles on top of existing thatch roof for the main building and kitchen/restaurant, the view deck, bathrooms, and the following 6 buildings: Main Building and Kitchen; View side deck; Bathroom; Kudu Lodge rooms 1,2,3; Kudu Lodge rooms 4,5,6 and Kudu Kitchen. Works to include the inspection and preparation of the existing structure to receive the new covering, as well as the full structural timber support, Harvey tile installation, ridges, fixings, compliance and all necessary sundries to deliver a watertight roof system in accordance with structural requirements and the manufacturer's specifications.

### A 2.0 Site [1.1]

Erf / stand number	Somkhanda Game Reserve is located off R69 in Pongola, uPhongolo Local Municipality, Zululand District Municipality in Ward 14.
Township / Suburb	Somkhanda Game Reserve
Site address	Physical address: Somkhanda Game Reserve GPS coordinates -27.591053, 31.843571
Local authority	uPongola Municipality

### A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	KwaZulu-Natal Tourism and Film Authority, KZN		
Business registration number			
VAT/GST number			
Country	RSA		
Employer's representative: Name	Abie Wentzel		
E-mail	abie@visitkznsa.com	Telephone number	031 366 7500
Mobile number	084 986 1965		
Postal address	Ithala Trade Centre 29 Canal Quay (Signal) Road,	2 <sup>nd</sup> Floor	
	Durban	Postal code	4000
Physical address	Ithala Trade Centre 29 Canal Quay (Signal) Road,	2 <sup>nd</sup> Floor	
	Durban	Postal code	4000

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

<b>Bills of quantities:</b> System/Method of measurement	Seventh Edition 2015 of the Standard System of Measuring Builder's Work
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**B 2.0 Law, regulations and notices [2.0]**

<b>Law</b> applicable to the <b>works</b> , state country [2.1]	Republic of South Africa
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**B 3.0 Offer and acceptance [3.0]**

Currency applicable to this <b>agreement</b> [3.2]	South African Rands
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**B 4.0 Documents [5.0]**

The original signed <b>agreement</b> is to be held by the <b>Employer</b> [5.2], if not, indicate by whom	<b>Employer</b>
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Documents comprising the <b>agreement</b>	Page numbers
The <b>JBCC</b> ® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The <b>JBCC</b> ® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
The <b>JBCC</b> ® General Preliminaries for use with the <b>JBCC</b> ® Principal Building Agreement, Edition 6.2 May 2018	1 to 7
Bills of Quantities	Refer to Index
Additional documentation as stated in Procurement document	

<b>Contract drawings</b> – description	Number	Revision	Date
Not applicable			



and/or

Insurances by <b>contractor</b>		Amount including tax	Deductible amount including tax
Yes/no?	YES		
	New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)	<b>Contract Sum</b>	
or	<b>Works</b> with <b>practical completion</b> in sections [10.2] ( <b>contract sum</b> or amount)	<b>N/A</b>	
or	<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> )	<b>N/A</b>	
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance	<b>N/A</b>	
	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance	<b>N/A</b>	
	Escalation, professional fees and reinstatement costs if not included above	<b>TBC</b>	
Total of the above contract works insurance amount		<b>Sum of above</b>	
Supplementary insurance [10.1.2]		<b>Contract works insurance value</b>	
Public liability insurance [10.1.3]		<b>R 20 000 000</b>	
Removal of lateral support insurance [10.1.4]		<b>N/A</b>	
Other insurances [10.1.5]: Refer B17.0		<b>N/A</b>	
Yes/no?	<b>Yes</b>	If yes, description 1	
Hi Risk Insurance [10.1.5.1]			
Yes/no?		If yes, description 2	

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

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

**B 8.0 Nominated subcontractors [14.0]**

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

**B 9.0 Selected subcontractors [15.0]**

Yes/no?	YES	If yes, description of specialisation
Specialisation 1		Refer to the Provisional Amounts included in the Bills of Quantities
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

**B 10.0 Direct contractors [16.0]**

Yes/no?	NO	If yes, description of extent of work
Extent of work [12.1.11]		

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

<b>Section 1</b>	N/A
<b>Section 2</b>	N/A
<b>Section 3</b>	N/A
<b>Section 4</b>	N/A
<b>Section 5</b>	N/A
<b>Section 6</b>	
<b>Section</b>	Remainder of the <b>works</b>

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

<b>Practical completion</b> for the <b>works</b> as a whole	Intended date of possession of the <b>site</b> Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the <b>Employer</b> [19.3]	The date for <b>practical completion</b> shall be the period as indicated below from the date of possession of the <b>site</b> by the <b>contractor</b> [12.2.7; 24.1]	<b>Penalty</b> for late completion [24.1]
	<b>TBC</b>	<b>working days</b>	Period in months	Penalty amount per <b>calendar day</b> (excl. tax)
		<b>TBC</b>	<b>11 Months</b>	<b>0.03%</b> of the contract Sum

or where **sections** are applicable

<b>Practical completion</b> of a <b>section</b> of the <b>works</b>	Intended date of possession of a <b>section</b> Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the <b>Employer</b> [19.3]	The date for <b>practical completion</b> shall be the period as indicated below from the date of possession of the <b>site</b> by the <b>contractor</b> [12.2.7; 24.1]	<b>Penalty</b> for late completion [24.1]
		<b>working days</b>	Period in months	Penalty amount per <b>calendar day</b> (excl. tax)
		<b>N/A</b>		
<b>Section 1</b>				
<b>Section 2</b>				
<b>Section 3</b>				
<b>Section 4</b>				
<b>Section 5</b>				
<b>Section 6</b>				
<b>Section 7</b>				
<b>Section 8</b>				
Remainder of the <b>works</b>				

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

**B 13.0 Defects liability period [21.0]**

Extended defects liability period: Refer B17.0 [21.13]	Yes/no?	<b>No</b>
If yes, description of applicable elements		

**B 14.0 Payment [25.0]**

Date of month for issue of regular <b>payment certificates</b> [25.2]	<b>TBC</b>		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	<b>Yes</b>	
If yes, method to calculate	<b>Haylett formula</b>		
<b>Employer</b> shall pay the <b>contractor</b> within: [25.10]	<b>Thirty (30) calendar days</b>		

**B 15.0 Dispute resolution [30.0]**

Adjudication [30.6.1; 30.10] Name of nominating body	<b>Association of Arbitrators (Southern Africa)</b>		
Applicable rules for adjudication [30.6.2]	<b>JBCC rules of Adjudication</b>		
Arbitration [30.7.4; 30.10]	Yes/no? *	<b>yes</b>	
If Yes, name of nominating body	<b>Association of Arbitrators (Southern Africa)</b>		
* If No, then dispute will be referred to litigation			
Applicable rules for arbitration [30.7.5]			

**B 16.0 JBCC® General Preliminaries - selections**

Provisional bills of quantities [P2.2]		Yes/no?	<b>No</b>	
Availability of construction information [P2.3]		Yes/no?	<b>No</b>	
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		Refer to Bill No. 1 Preliminaries		
Previous work - <b>defects</b> - details of previous contract(s) [P3.2]		Refer to Bill No. 1 Preliminaries		
Enclosure of the <b>works</b> - specific requirements [P4.2]		Refer to Bill No. 1 Preliminaries		
Services - known - specific requirements [P4.6]		Refer to Bill No. 1 Preliminaries		
Water [P8.1]	By <b>contractor</b>	Yes/no?	<b>YES</b>	
	By <b>employer</b>	Yes/no?		
	By <b>employer</b> – metered	Yes/no?		
Electricity [P8.2]	By <b>contractor</b>	Yes/no?	<b>YES</b>	
	By <b>employer</b>	Yes/no?		
	By <b>employer</b> – metered	Yes/no?		
Ablution and welfare facilities [P8.3]	By <b>contractor</b>	Yes/no?	<b>YES</b>	
	By <b>employer</b>	Yes/no?		
Communication facilities - specific requirements [P8.4]		Refer to Bill No. 1 Preliminaries		
Protection of the <b>works</b> - specific requirements [P11.1]		Refer to Bill No. 1 Preliminaries		
Protection / isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b> - specific requirements [P11.2]		Refer to Bill No. 1 Preliminaries		
Disturbance - specific requirements [P11.5]		Refer to Bill No. 1 Preliminaries		
Environmental disturbance - specific requirements [P11.6]		Refer to Bill No. 1 Preliminaries		

**B 17.0 Changes made to JBCC® documentation**

Reference may be made to other documents forming part of this **agreement**

#### 1.1 Definitions

**AGREEMENT:** The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies**, the **contract drawings**, the **priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

**CONSTRUCTION PERIOD:** The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

**CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES:** The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

**INTEREST:** The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State

**EMPLOYER:** The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a **Employer** not being appointed, then all the duties and obligations of a **Employer** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

### 3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

### 6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **Employer**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

### 9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the **contractor**"

### 10.0 Insurances

Add the following as 10.1.5.1:

#### Hi Risk Insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

##### 10.1.5.1.1 Damage to the works

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **Employer**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

##### 10.1.5.1.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

##### 10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

##### 10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1;

10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

#### 11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any contractor in respect of the works executed on site

#### 12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the site to the contractor within ten (10) working days of the contractor complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) working days of the date of the agreement submit to the Employer an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

#### 19.0 Practical Completion

19.5: Delete the words "subject to the contractor's lien or right of continuing possession of the works where this has not been waived"

#### 25.0 Payment

25.7.5: Not applicable

Clause 25.10 has been amended to;

"The employer shall pay the contractor the amount certified in an issued payment certificate within sixty (60) calendar days of the date for issue of the payment certificate [CD] including default interest.

25.14.2: Not applicable

#### 27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

#### 29.0 Termination

Add the following after 29.1.3:

or where ...

29.1.4: The contractor's estate has been sequestered, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract

## A TENDERER'S SELECTIONS

### C 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B

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

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

### C 3.0 Payment of preliminaries [25.0]

#### Contractor's selection

Select Option A or B

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

#### Payment methods

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

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

### C 4.0 Adjustment of preliminaries [26.9.4]

#### Contractor's selection

Select Option A or B

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

#### Provision of particulars

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

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

**Adjustment methods**

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

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

**Failure to provide particulars within the period stated**

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

**Lump sum contract**

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

## **C1.3 CONSTRUCTION GUARANTEE**

**KWAZULU-NATAL TOURISM AND FILM AUTHORITY**

**PRO FORMA : SOMKHANDA COMMUNITY GAME RESERVE TOURISM  
INFRASTRUCTURE REFURBISHMENT**

**C1.3 Construction Guarantee**

**GUARANTOR DETAILS AND DEFINITIONS**

Guarantor means \_\_\_\_\_  
Physical address \_\_\_\_\_  
\_\_\_\_\_

Guarantor's signatory 1 \_\_\_\_\_ Capacity \_\_\_\_\_

Guarantor's signatory 2 \_\_\_\_\_ Capacity \_\_\_\_\_

Employer means **THE KWAZULU-NATAL TOURISM AND FILM AUTHORITY**

Contractor means \_\_\_\_\_

Employer means **PGA ARCHITECTS (PTY) LTD**

Works means **BID No. EKW01KZNR001**  
**SOMKHANDA COMMUNITY GAME RESERVE TOURISM INFRASTRUCTURE**  
**REFURBISHMENT**

Site means **SOMKHANDA COMMUNITY GAME RESERVE;**  
**ZULULAND DISTRICT**

Agreement means **The JBCC Principal Agreement Edition 6.2, May 2018**  
**with standard and special conditions of contract**

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R \_\_\_\_\_

Amount in words \_\_\_\_\_  
\_\_\_\_\_ (Rand)

Guaranteed Sum means the maximum aggregate amount of

Amount in figures R \_\_\_\_\_

Amount in words \_\_\_\_\_



1 The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR’S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: <hr/> <hr/> (Rands) (R _____)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

2 The Guarantor hereby acknowledges that:

2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.

2.2 Its obligation under this Guarantee is restricted to the payment of money.

3 Subject to the Guarantor’s maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 (3.1) and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

3.3 A copy of the said payment certificate, which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

4 Subject to the Guarantor’s maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor’s physical address calling up this Guarantee stating that:

4.1 The Agreement has been cancelled due to the Contractor’s default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor’s maximum liability in terms of clause 1.

6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to

the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at \_\_\_\_\_ Date \_\_\_\_\_

Guarantor's Signatory 1 \_\_\_\_\_ Guarantor's Signatory 2 \_\_\_\_\_

Identity number \_\_\_\_\_ Identity number \_\_\_\_\_

Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

Guarantor's seal or stamp

## **C1.4 ADJUDICATOR'S AGREEMENT**

**KWAZULU-NATAL TOURISM AND FILM AUTHORITY**

**SOMKHANDA COMMUNITY GAME RESERVE TOURISM INFRASTRUCTURE  
REFURBISHMENT C1.4 Adjudicator's Agreement**

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ between:

\_\_\_\_\_ (name of company / organisation)

of \_\_\_\_\_

\_\_\_\_\_ (address) and

\_\_\_\_\_ (name of company / organisation)

of \_\_\_\_\_

\_\_\_\_\_ (address) and

(the Parties)

and \_\_\_\_\_ (name of Adjudicator)

of \_\_\_\_\_

\_\_\_\_\_ (address) and

(the Adjudicator)

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated \_\_\_\_\_

and known as \_\_\_\_\_

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the JBCC 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

\* Delete as necessary

**IT IS NOW AGREED** as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC 2000 Adjudication Rules.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 ID: \_\_\_\_\_

who warrants that he / she is  
 duly authorised to sign for and  
 on behalf of the first Party in the  
 presence of

SIGNED by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 ID: \_\_\_\_\_

who warrants that he / she is  
 duly authorised to sign for and  
 behalf of the second Party in  
 the presence of

SIGNED by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 ID: \_\_\_\_\_

the Adjudicator in the  
 presence of

Witness \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

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

Witness: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_

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

Witness: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

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

**Contract Data**

1	The Adjudicator shall be paid at the hourly rate of R. .... in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. .... This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

\* Delete as necessary

## **C1.5 WAIVER OF LIEN**

# Waiver of Contractor's Lien

for use with the JBCC Principal Building Agreement  
or JBCC Minor Works Agreements

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## DEFINITIONS

Contractor \_\_\_\_\_

Employer \_\_\_\_\_

Agreement \_\_\_\_\_  
(Principal Building Agreement  
or Minor Works Agreement)

Works (description) \_\_\_\_\_

Site

\_\_\_\_\_  
(property title deed description)

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## AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

This waiver shall only come into effect on provision by the Employer of a Payment Guarantee for fulfilment of his obligations in terms of the identified Agreement

---

Thus done and signed at \_\_\_\_\_ on

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Capacity of signatory

\_\_\_\_\_  
As witness

\_\_\_\_\_  
on behalf of the Contractor

---

**C1.6 AGREEMENT IN TERMS OF SECTION 37(2) OF OHS**

**C.1.6 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between KwaZulu-Natal Tourism and Film Authority represented by the Supply Chain Management.

(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....  
in his capacity as: .....

AND: .....

(hereinafter called the CONTRACTOR) of the other part, herein represented by .....

.....  
in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

**TENDER : SOMKHANDA COMMUNITY GAME RESERVE TOURISM INFRASTRUCTURE REFURBISHMENT**

**AND WHEREAS** the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. **The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the

EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus signed at ..... for and on behalf of the **EMPLOYER** on this

the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

**BEWARE OF SCAMS: KZN TOURISM AND FILM AUTHORITY STAFF WILL NEVER CALL SERVICE PROVIDERS TO DEMAND CASH FOR BIDS**

**APPROVED/NOT APPROVED:**



CEO | Obd47df3-32b7-4033-b5b0-3dc1ef66

**DATE:** 18/03/2026 04:31:51 PM

**Sibusiso Gumbi**  
**Interim Chief Executive Officer**