

BID SPECIFICATION

INVITATION FOR BIDS	
RE-ADVERTISEMENT:	
APPOINTMENT OF AN OPERATOR TO UPGRADE, OPERATE AND MANAGE MKHOLWANE LODGE AT MDALA NATURE RESERVE FOR 15 YEARS	
BID NUMBER:	MTPA/20242025/COM/05
NAME OF THE BIDDER	
TOTAL BID AMOUNT	
CLOSING DATE:	14 JUNE 2024
CLOSING TIME:	11h00 AM
BID DOCUMENT DELIVERY ADDRESS:	SUPPLY CHAIN MANAGEMENT UNIT PROCUREMENT OFFICE HALLS' GATEWAY, MATAFFIN MTPA FINANCE BLOCK E MBOMBELA, 1200
BID VALIDITY PERIOD:	90 DAYS (COMMENCING FROM THE ADVERT CLOSING DATE)
TECHNICAL RELATED QUERIES	<u>Zandile.mkhatshwa@mtpa.co.za</u> 013 065 0886
SCM RELATED QUERIES	<u>Priscilla.Gwebu@mtpa.co.za</u> 013 065 0663
DESCRIPTION OF THE BID	APPOINTMENT OF AN OPERATOR TO UPGRADE, OPERATE AND MANAGE MKHOLWANE LODGE AT MDALA NATURE RESERVE FOR 15 YEARS

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

Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above. Bids received after the time stipulated shall not be considered.

Bidders are not allowed to contact any other MTPA staff in the context of this BID other than the indicated officials under SBD 1 or as indicated above.

NB: No proposal shall be accepted by MTPA if submitted in any manner other than as prescribed above.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MTPA/20242025/COM/05	CLOSING DATE:	14 JUNE 2024	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF AN OPERATOR TO UPGRADE, OPERATE AND MANAGE MKHOLWANE LODGE AT MDALA NATURE RESERVE FOR 15 YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLY CHAIN MANAGEMENT UNIT PROCUREMENT OFFICE HALLS' GATEWAY, MATAFFIN MTPA FINANCE BLOCK E MBOMBELA, 1200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Priscilla Gwebu		CONTACT PERSON	Zandile.Mkhatshwa	
TELEPHONE NUMBER	013 065 0663		TELEPHONE NUMBER	013 065 0886	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Priscilla.Gwebu@mtpa.co.za		E-MAIL ADDRESS	Zandile.mkhatshwa@mtpa.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<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)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

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.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1 BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4 THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

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

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:

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

CONTRACT FORM - RENDERING OF SERVICES

WITNESSES	
1
2
DATE:.....	

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
- An official order indicating service delivery instructions is forthcoming.
- I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....
.....

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ 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.

¹ 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.

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 bidder

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

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

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

1. GENERAL CONDITIONS

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 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:

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

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)
HDI		6		
Youth		4		
Gender (Women)		5		
Disability		5		

In order for the points to be allocated to a bidder, the ownership status must at least be equals to or above 50 + 1% on any of the above specific goals.

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;

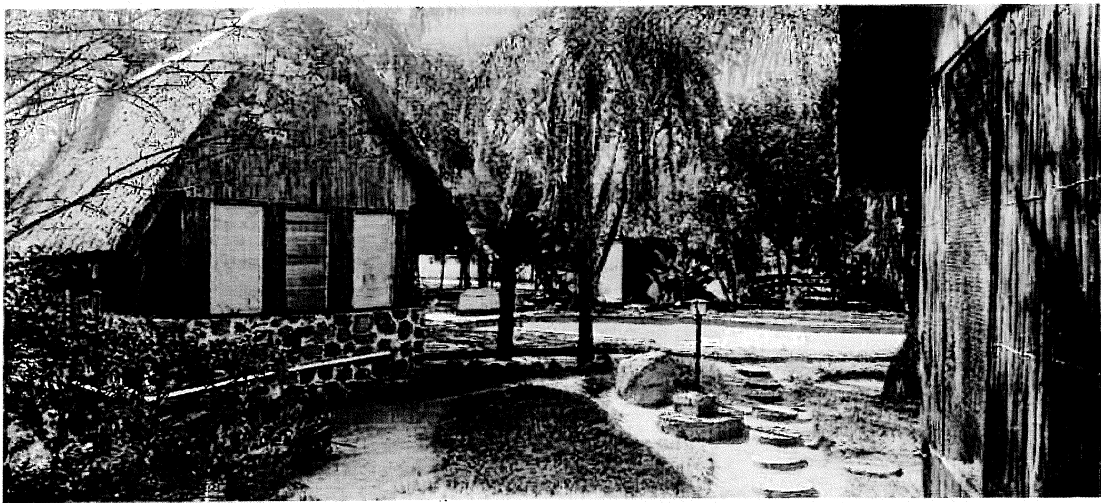
iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (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.

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

**REQUEST FOR PROPOSAL
FOR OPERATOR TO UPGRADE, OPERATE AND MANAGE MKHOLWANE LODGE AT MDALA
NATURE RESERVE FOR 15 YEARS**

The Mpumalanga Tourism and Parks Agency identified a business opportunity at Mdala Nature Reserve, it seeks an investor to invest, upgrade, operate and manage Mkhholwane Lodge. The lodge offers accommodation, swimming pool activities, a beautiful stream runs along the deck, dining and braai area with a kitchen. The lodge can accommodate up to 12 guests per night.



IMPORTANT GENERAL NOTES

MTPA requests proposals for the commercial use of accommodation and related tourism facilities on the Mkhholwane Lodge at Mdala Nature Reserve. The Lodge is within the Dr J S Moroka Local Municipality, a Concession Opportunity. There are four villages next to the reserve. Leeufontein, Kameelpoort, Vaalbank and Allemansdrift. One can locate the lodge by using the following coordinates Lat: 25°14'28.00" S and Long: 28°49'16.60"E. Mkhholwane Lodge can easily be accessed using the R 568 road passing through the Kameelpoort -A and Klipfontein – A.

MTPA issues this Request for Proposals (RFP) in accordance with the Concession Management Framework.

This RFP overrides all other MTPA communications to bidders about this opportunity.

No **verbal** discussion with any staff or advisor of MTPA can change, add to or clarify any of the terms and conditions contained in this RFP. Bidders should only rely on **written** changes, additions or

clarifications from duly authorised staff of MTPA, circulated to each bidder. Email communications from MTPA to bidders will count as written communications.

Bidders are responsible for all costs related to their bid. MTPA will not compensate bidders for any costs, regardless of the outcome of the bid.

MTPA may change the timetable in paragraph 12. It may also make other changes to the RFP, add to it, or provide clarification, at any time. MTPA may cancel the bid at any time without prior notice, and may disqualify any bidder as provided for in this RFP.

MTPA will not be responsible for any costs or damages whatsoever if it makes any changes to the bid, cancels the bid, or disqualifies any bidder. MTPA will not be responsible for any costs or damages whatsoever if it exercises any other rights as described in this RFP or available to it under the laws of the Republic of South Africa.

The bid is governed by the laws of the Republic of South Africa and this RFP.

1. THE CONCESSION OPPORTUNITY

A concession opportunity exists within the Mdala Nature Reserve is situated in the Mpumalanga Province, approximately 65 kilometers north of Bronkhorstspuit. The reserve covers approximately 8 600 hectares. The reserve's mountains and plains are covered with savanna vegetation and game, which creates an exciting bushveld atmosphere. Two veld types occur on the reserve, that is, mixed and sour bushveld (Acocks, 1975). These veld types are characterized by a range of variations and transitions, leading to a very heterogenic veld type.

Since the inception of the reserve in 1988 several game species were introduced. i.e. giraffe; kudu; eland; zebra; waterbuck; warthog; ostrich; gemsbok; red hartebeest; blue wildebeest; impala, bushbuck and duiker.

The reserve is under land claim. The surrounding landowners on the southern and western borders are mainly farming with livestock and/or game. To the north and east, some urban development are close to the boundary, and livestock is kept on a communal grazing basis..

The MTPA and the Trust have concluded a co-management agreement for activity based tourism and projects in the Mdala Nature Reserve. The land restitution process was been concluded through the finalisation of the land settlement agreement in terms of the Rural Land Restitution Act. A co-management agreement was concluded and signed by both parties, the MTPA and the Mdala CPA.

Title Deed – the Trust have received the Title Deed for the land claimed.

The facilities have undergone major renovations in 2019 and it still maintained its historical features. These facilities (rustic accommodation) have been successfully used by patrons for leisure and business purposes.

2. SITE DUE DILIGENCE

A non-compulsory briefing meeting meeting will be on MS Teams and will be held on the **3 June 2024 @11:00 AM**. Only by requesting link on the following email: **Noxolo.Mgwenya@mtpa.co.za** and **Zanele@mtpa.com**. For further site due diligence, bidders may also book their own site visits through Ms Zandile Mkhathswa to be contacted on zandilem@mtpa.co.za or Mr. April Jiyane on tiba.jiyane@gmail.com

3. OTHER DUE DILIGENCE

Each bidder will be responsible for its own due diligence investigation of the investment opportunities, environmental compliance requirements, proposed contractual terms and anything else relating to this RFP. Neither MTPA nor any of its staff makes any suggestions or guarantees, directly or indirectly, about anything affecting this RFP, except for those set out in 'Annexure 8: Draft concession agreement'.

4. INFRASTRUCTURE:

- 6 bedrooms rooms that can take up to 12 people
- a kitchen
- a shower
- A staff house
- Water tank is available for water supply
- Lapa with bar setup
- A beautiful decking with water stream running on the side
- Electricity supply

5.3. SEWERAGE

The lodge currently make use of the septic tank to manage the ablution facilities. An operator would be responsible for the management and servicing of the sewer system.

5.4. REFUSE

The operator will be responsible for removal and complete disposal of all refuse generated on the lodge. The operator should have a waste management plan in place.

5.5. WATER

The Mkholwane Lodge depends on the borehole which is operated by electricity for water supply. The facility has water storage capacity of 10 000 liters water tank. The MTPA have a plan of drilling a new boreholes which will be use as a backup incase the current one experience challenges.

5.6. MAINTENANCE

There are processes and procedures in place that needs to be followed for maintenance purposes. MTPA has recently approved the Standard Operational Plan which serve as a guidelines in conducting the infrastructure maintenance. An operator would be furnish with the SOP which can be use as a guideline for maintenance. However, the operator is allow to adopt his/her own maintenance plan and processes which must be submitted to and approved by the MTPA.

5.7. SAFETY

The operator would be responsible for the safety and security in the lodge.

This relates more to 'internal' safety requirements/recommendations but may include

- Housekeeping
- Swimming pool safety measures
- Use of alcohol
- Braai facilities
- Actions by clients in the case of an emergency
- Activities at night e.g. Travel to and from the gate
- Access control
- Monkeys and baboons

The operator must ensure that all legal insurance requirements are met specifically around public liability and assets.

The operator should ensure to provide security for the premises

5.8. SIGNAGE

It should be noted that the road leading to the lodge and back to the entrance gate require internal signage and that will be responsibility of the operator.

6. CURRENT TOURISM TRENDS

Mdala Nature Reserve is situated in the Mpumalanga Province, approximately 65 kilometers north of Bronkhorstspuit. The reserve covers approximately 8 600 hectares. The reserve's mountains and plains are covered with savanna vegetation and game, which creates an exciting bushveld atmosphere. Two veld types occur on the reserve, that is, mixed and sour bushveld (Acocks, 1975). These veld types are characterized by a range of variations and transitions, leading to a very heterogenic veld type.

Since the inception of the reserve in 1988 several game species were introduced. i.e. giraffe; kudu; eland; zebra; waterbuck; warthog; ostrich; gemsbok; red hartebeest; blue wildebeest; impala, bushbuck and duiker.

This Reserve is the lowest revenue generation source amongst all other reserves managed by MTPA. It receives a low volume of tourists both locally and internationally close to 1 million visitors annually. It requires an aggressive marketing strategy as it is strategically located and its closer to Gauteng. Mdala nature reserve is situated closer to Mkhombo Dam Nature Reserve, where water sports activities can be conducted.

7. POSSIBLE COMMERCIAL OPPORTUNITIES

It is envisaged that the following can be considered as possible commercial opportunities:

- Water sports activities
- Conferencing
- Game drive.

8. INITIAL VALUE-FOR-MONEY TARGETS

High-level commercialisation objectives for MTPA include the following:

- Revenue Generation
- Job creation;
- Broad based Black Economic Empowerment;
- Infrastructure upgrades;
- Tourism promotion
- Loss minimization or savings from existing operations
- Optimal use of under-performing assets
- Further biodiversity protection and conservation

9. QUALIFYING CRITERIA

REQUIRED QUALIFICATIONS TO CONCESSION OPPORTUNITY

In order to participate in the bidding process, bidders are required to meet the following qualification criteria;

Financial capacity

Given the fact that the project is of a high value and may entail risk to both the preferred bidder and the MTPA, it is important that interested parties demonstrate financial strength.

As the preferred bidder must demonstrate financial strength with reference to the asset value of its shareholders in proportion to their shareholding. The interested party must also demonstrate, to the MTPA's satisfaction, that its shareholders are solvent. Audited financial statements, along with a letter confirming that the asset value exceeds the stipulated amount and that the shareholders are solvent, must be provided to illustrate any assertion made by an interested party in this regard.

Hospitality and Tourism experience

The projects require interested parties with substantial experience and expertise in hospitality and in other similar adventure activities. A minimum 5 years' experience in operating such an activity will be required. This coupled with a minimum of two years' experience in the tourism industry and hiking trail maintenance will be required. Interested parties are therefore required to provide examples of similar or related projects conducted by them. The interested bidder must have either:

Accreditation by at least 1 of the recognised Tourism bodies.

The bidder must also demonstrate exceptional knowledge and expertise pertaining to safety and emergency standards required to operate such kind of tourism operations.

A minimum of 5 years' experience in the tourism industry. This criterion may be met with reference to one of the Bidding Company's parent shareholders or partners, provided that the parent involved holds at least 20% of total company equity or interest.

10. WHAT MUST BE INCLUDED IN THE BID AND HOW TO SUBMIT IT

Bids and all related correspondence and documents must be in English.

Submission must contain copies of:

The anticipated capital investment required in the project requires that interested bidders demonstrate financial strength.

The asset value of the interested bidder must be at least R 1 500 000. It must demonstrate financial strength with reference to the asset value of its shareholders in proportion to their shareholding. The interested bidder must also demonstrate, to Mpumalanga Tourism and Parks Agency's satisfaction, that its shareholders are solvent. Audited financial statements, along with a letter confirming that the asset value exceeds the stipulated amount and that the shareholders are solvent, must be provided to support any assertions made.

Interested bidders must demonstrate their ability to raise debt and equity and to provide security.

Interested bidders must provide information on the ownership of the entities of which the interested bidders are comprised, together with organograms reflecting this.

- The Bidder information, in the format given in 'Annexure 1 – Information on Bidders'
- the financial information, in the format given in 'Annexure 2 - Financial information'
- a business and operational plan, in the format given in 'Annexure 3 - Business and operational plan'
- a development and environmental proposal, in the format given in 'Annexure 4 - Development and environmental proposal'
- a completed risk matrix, in the format given in 'Annexure 5 - Risk matrix'
- a tax clearance certifier Tax Pin, issued by the South African Revenue Service (SARS) within six months of the bid date, for each South African member of the bidder.
- the details of the bidder's fee offer, in the format in 'Annexure 7 - Draft fee offer'
- a mark-up of the draft concession agreement, provided in 'Annexure 8 - Draft concession agreement', clearly indicating any amendments that the bidder proposes.

All information provided in the bid must be valid for 90 business days from the bid date.

Submitting a bid implies that the bidder knows and understands all the terms and conditions set out in this RFP and under the applicable laws of the Republic of South Africa, and that the bidder accepts these terms and conditions.

11. THE DATE AND PLACE FOR SUBMITTING BIDS

Bids must be submitted to Mpumalanga Tourism and Parks Agency Block E Reception Tender Box N4 National Road, Hall's Gateway Mbombela 1200 for the attention of the Senior Manager Supply Management, Office of the CFO, N4 National Road, Halls Gateway, Mataffin Nelspruit. The Closing Date will be on the **14 June 2024 at 11:00 am.**

12. HOW THE BIDS WILL BE OPENED

The bids will be opened by MTPA' staff members.

13. INCOMPLETE BIDS

If a bid is not complete or something in it is not clear, the BEC may, but is not obliged to, ask bidders for more information. Bidders will receive such requests for more information in writing. No substantial changes to the bid will be asked for or allowed, except if there is a clear mistake in the bid. A bid that is not complete or requires clarification may be disqualified without a request for further information. This is the MTPA' decision.

14. HOW THE BIDS WILL BE EVALUATED AND THE PREFERRED BIDDER CHOSEN

Functionality will be weighted at 70%, and those bids not meeting the minimum threshold will be disqualified for further consideration on price and preference points.

The concession fee offer will be weighted at 80% of the overall bid score.

The provisions of the Preferential Procurement Policy Framework Act, 2022 (PPPFA) apply

How functionality is evaluated

MTPA will evaluate functionality in terms of the elements set out in the functionality scorecard below.

Details of the format and information required for each element are contained in the Annexures.

Functionality scorecard

Evaluation Area	Evaluation Criteria	Points Per Criterion	Maximum Points achievable
Evaluation:1 Business Plan NB: Business plan must include a financial section and indicating capital investment requirements and appropriate resources to set up and sustain business.	Extent to which the business plan meets the objectives to operate and manage Mkhholwane Lodge		20
	No business plan	0	
	Partial detailed plan	10	
	Project plan	15	
	Fully detailed project plan with timeframes and clear deliverables	20	
Evaluation Area 2: Company Profile, experience and/or expertise of tenderer	Current /past portfolio of similar business being successfully operated:		15
	No company profile	0	
	Between one to five years	5	
	Between five to ten years	10	
	More than ten years:	15	20
	Demonstrate experience and/or expertise of key operator(s) to run operations related to the operating and managing Mkhholwane lodge business.		
	Less than two years:	5	
	Between two to ten years:	10	
More than ten years:	20		
Evaluation Criteria 3: Financial capability (Attach Bank letter)	Proof of available capital funding and/or access to finance from the lender (bank)		20
	Indicated amount = 1mil – 1,9mil	3	

	Indicated amount = 2mil to 2,9mil	5	
	Indicated amount = 3mil to 3,9mil	10	
	Indicated amount = more than 4mil	20	
Evaluation Criteria 4: Health and Safety (SHEQ) plan, Waste management, Risk Management (attached the plans)	No Plan submitted	0	20
	Anyone (1) of the three plans. Environmental Management plan, SHEQ, Risk Management plan	5	
	Any two (2) of the three plans Environmental Management plan, SHEQ, Risk Management plan	10	
	All three (3) plans Environmental Management plan, SHEQ, Risk Management plan.	20	
Localisation Attach a valid Proof of Residence valid not older than the 3 months of the closing date.	Proof of Residence resident within the Dr J S Moroka Local Municipality	5	5
	No Proof of Resident within the Dr J S Moroka Local Municipality	0	
TOTAL EVALUATION POINTS			100

14.1 The functionality of a bid is scored out of 100 points. A bidder must score 70% or more for functionality or the bid will be disqualified.

How the concession fee offer is evaluated?

Price: 80%

$$P_s = 80(1 + [(P_t - P_{max}) / P_{max}])$$

Where

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{max} = Price of highest acceptable tender.

14.4.1 Preference points (20) will be allocated utilizing the below specific goals;

SPECIFIC GOALS	POINTS ALLOCATED
Historically disadvantaged by unfair discrimination on the basis of race,	6
Gender (Women)	5
Disability	5
Youth	4

The preferred bidder

The bidder that receives the highest overall score will be appointed the preferred bidder. The bidder that receives the second highest overall score will be appointed the reserve bidder.

15. FINALISING THE CONCESSION AGREEMENT

MTPA will negotiate the marked-up concession agreement submitted by the preferred bidder.

If MTPA and the preferred bidder fail to come to agreement on the concession agreement within six weeks, MTPA may withdraw the appointment as preferred bidder and begin negotiations with the reserve bidder.

16. ANNEXURE 1 – INFORMATION ON BIDDERS

Bidders must provide the following information labelled as “Information on (Bidder Name)”; The following must be specified:

The name, address, telephones and fax numbers of Bidder, and the trading name of the Bidder if different from the registered name.

Directors/Partners/Trustees and their responsibilities.

Registration address.

Registration number.

Certified copy of Memorandum and Articles of Association or Memorandum of Incorporation (or equivalent constitutive documents).

Certified copy of Signed Shareholders Agreement/Partnership or Joint Venture Agreement/Trust Deed.

Certified copy of shareholders' or partner register at the date of submission of the bid indicating each shareholder or partner's beneficial interest and in the event that there is more than 1 (one) class of shares, the percentages held by each;

An irrevocable confirmation, to the satisfaction of MTPA by the bidder that it has irrevocably waived any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against MTPA to prevent or restrain the tender or any proceedings related to it. Such waiver shall be without prejudice to the right of a disqualified or losing bidder to question the lawfulness of their disqualification or the rejection of its bid by appropriate administrative or judicial processes not involving the issuance of a writ or injunction or prohibition or restraining order.

The Bidders must certify by providing an attestation from the Legal Representative, notarised by a Notary Public, that the company or incorporated joint venture or trust meets the operational and financial criteria as contained in the RFP regarding the operational experience and financial prerequisites and provide a summary statement of the operational and financial criteria and how they are met in the reasonable opinion of the bidder.

17. ANNEXURE 2 - FINANCIAL INFORMATION

Bidders must provide the following information.

The financing plan

Indicate how much capital will be needed, where it will come from (own capital, grants, loans) and the expected amount and terms (interest rate, repayment period, security) of any proposed loans. Specify whether the necessary financing has been secured, and provide appropriate proof.

A recent auditor's report confirming that all the members of the bidder are solvent and liquid

If a member of the bidder does not produce audited financial statements, it must produce a notarised statement of assets.

A simplified cash flow forecast (net of VAT) for the 5 year term of the concession agreement

	Start-up	Year 1	Year 2	Year 3	Year 4	Year 5*
	R'000	R'000	R'000	R'000	R'000	R'000
Cash inflows						
Owners' capital						
Loans received						
Grants received						
Cash from sales and other operating revenue						
Cash from other sources						
<i>Total cash inflow (A)</i>						
Cash outflows						
Project costs and startup expenses						
Salaries, wages and staff costs						
All other operating costs and expenses						
Loan repayments						
Replacement of equipment and vehicles						
<i>Total cash outflow (B)</i>						
Net cash flow						
[A – B] before concession fees and tax						

* Adapt for the proposed term of the concession agreement

Suggested format for the cash flow forecast

18. ANNEXURE 3 - BUSINESS AND OPERATIONAL PLAN

Bidders should provide the following information, with back-up evidence wherever possible.

Rationale, background and capacity

The bidder's objectives

The bidder's track record on and knowledge of existing products or activities offered in the tourism industry, including the size of existing operations in terms of turnover

Detailed description of products or activities envisaged for and how these will be managed

Current operating standards, including an outline of any operations and procedures manuals

Proposed organisational and staffing structures, including:

management policies

measures to transfer knowledge and expertise

labour plan, including details of numbers of permanent and part-time staff that will be employed, staff recruitment policies, and employment policies

Memberships and registrations (list any awards, accolades or ratings)

Curriculum vitae of shareholders, directors, management and staff (including copies of qualifications and etc)

18.1 Market analysis

The bidder's track record in and knowledge of the market, including existing relationships with tour operators and the travel trade (include references)

Target market (geographical, income, nature of activity, and so on)

Marketing channels

Product branding plans

Time taken to establish market

Growth in occupancy

Pricing range

Competitive analysis

19. ANNEXURE 4 - DEVELOPMENT AND ENVIRONMENTAL PROPOSAL

Bidders should provide the following information, with back-up evidence wherever possible.

Environmental impact assessment requirements

Bidders need to adhere to the Operational Environmental Management Plan of working within the reserve that there is limited or no impact on the environment.

Staff and safety

Give an estimate of the total number of staff, including number to be employed on site (including family members) and off site.

Describe proposed operating standards for facilities, including a detailed operations and procedures manual.

Bulk infrastructure

Electricity

There is no electricity on the site.

Water

Water is not available in the area, however JOJO Tanks are on site.

Roads and tracks

Vehicular access to the facility by road is available and well maintained. Therefore, there is access gravel road

Waste management

Solid wastes

All solid waste generated on the premises must be disposed of in the bins that are provided within the area.

Fire management

The operator may not control natural fires occurring in the Mdala Nature Reserve, except in the immediate surrounds of the facilities or to save human life or property.

Commitments

Acknowledge that the operator must comply at all times with MTPA environmental guidelines, code of conduct and regulations that may change from time to time. MTPA will supply these with time.

20. ANNEXURE 5 - RISK MATRIX

Type of risk	General description of risk	Project-specific risk	Mitigation measures	Allocation of risk (institution/ private party/ shared)
Financing	The required capital for capex and opex may not be able to be raised; loans may not be able to be repaid; tax obligations may not have been fully taken into account or may change; fluctuating inflation, interest rates, and currencies may affect assumptions			
Supporting infrastructure	Supporting infrastructure may be inadequate to sustain the enterprise			
Planning, design and construction	Planning consents may not be acquired or granted; the design may not be fit for the purpose; construction may not be completed on time and in budget			
Utilities	Utilities may not be fully available or may cause delays			
Environment and heritage	Liability for losses caused by environmental or heritage damage or delays			
Maintenance	The costs of maintenance to required standards may vary from projections or maintenance may not be carried out			
Operations	Any factors (other than force majeure) that may impact on operations			
Market, demand, volume	The demand for the product may be less than projected			
Political	Unforeseeable conduct by any government institution may adversely affect the project, or the government may expropriate private party assets			

Type of risk	General description of risk	Project-specific risk	Mitigation measures	Allocation of risk (institution/ private party/ shared)
Force majeure	Unexpected events beyond either party's control			

21. ANNEXURE 6: THE CONCESSION FEE OFFER

Important note to bidders

Bidders must present the concession fee offer in the form of a letter on the bidder's letterhead as follows, inserting the bidder's name and the percentage of gross revenue for the variable concession bid as indicated:

To: Mpumalanga Tourism and Parks Agency N4 National Road, Hall's Gateway Mbombela 1200

[Name of bidder] hereby commits to pay to MTPA the higher of:

- (a) the minimum concession fee and
- (b) the variable concession fee, expressed as a percentage of aggregate gross revenue as defined in the concession agreement for the relevant project year.

The minimum concession fee is R [sum payable monthly/quarterly], which will be adjusted annually by CPIX.

The variable concession fee bid by [name of bidder] is [percentage]% of gross revenue.

[Name of bidder] hereby warrants that the committed minimum concession fee and the variable concession fee shall be included in the concession agreement, if accepted by MTPA

For indicative purposes only, our projection of fees payable to MTPA is:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7*
Gross revenue (net of VAT)							
Percentage of gross revenue due as variable concession fee (same for each year)							
concession fee due							

Minimum concession fee or variable concession fee, whichever is greater							
-------------------------------------------------------------------------	--	--	--	--	--	--	--

* Adapt for the proposed term of the concession

The person signing below is a duly authorised representative of the bidder with full power and authority to submit this financial offer and commit the bidder to its terms.

Signed: _____

Name: _____

Title: _____

22. ANNEXURE 7 - DRAFT CONCESSION AGREEMENT

The draft concession Agreements are not attached hereto but will be made available to bidders.

23. ANNEXURE 8 - BID COVER SHEETS

Cover sheets which include the following information must be attached to each envelope:

Bid for the commercial use of Mkhholwane Lodge through a concession agreement

Name of bidder:

Postal address:

Street address:

Telephone:

Cell phone:

Fax:

Contact person:

Email address:

Signature of bidder:

Date:

Capacity under which bid is signed:

Signature of this document means that the bidder accepts the terms and conditions of this bid. Failure by the bidder to sign this form may disqualify the bid.

**MDALA NATURE RESERVE
MKHOLWANE LODGE INVESTMENT OPPORTUNITY**

**4.1 ENVIRONMENTAL
ENVIRONMENTAL GUIDELINES AND LIMITATIONS FOR DEVELOPMENT SITES**

CHECKLIST.

DEVELOPMENT REFERENCE: Potential development site Mkhholwane Lodge at Mdala NR

The purpose of providing the information below, is to guide potential developers during the very first phase of the process to prepare realistic business proposals. The guidelines is not at all intended, nor has the powers to replace any Environmental Impact Assessment legislation or processes. It rather aims at providing a framework in layman's terms according to which development proposals should be invited. The outcome of an impact assessment remain the final authority.

Making this information available early during the process, reduces the risk of failure due to environmental parameters not considered during the conceptual phase, and encourages sustainable development.

ENVIRONMENTAL ITEM	Sub-section	Environmental related details to describe characteristics of site
Protected area relevant to proposal.		<i>Mdala Nature Reserve</i>
Location of proposed site on Protected Area.		<i>Mdala Nature Reserve</i>
Existing Lodge description.		<i>A nature based 6 bed catered lodge is envisaged.</i>
PA Zonation and permissible activities.		
Pre-development site properties.		
Terrain properties.		
Climate.		
Geology and soils.		
Flora.		
Fauna.		
Services.		
	Access	
	Electricity or power supply to operations	<i>There is electricity on site, due to loadshedding Solar and gas running of proposed operations is preferred.</i>

	Water provision	<i>Water provision secured on site however requires an upgrade.</i>
	Sewage disposal	<i>Sewage disposal facilities in a usable condition.</i>
	Waste disposal	<i>Waste must be removed from the site to registered waste disposal site. Temporary storage of waste must be scavenger proof (ie. baboon proof bins). An approved waste management plan will be required.</i>
Aesthetics		<i>Development is to be designed and constructed to blend into the environment and be obtrusive to any other activity on the reserve. Due to environmental limitations wrt. landscaping, all designs should make best use of existing flora and landscape properties to sensibly suit the site. General height of large trees on site may not be exceeded. No Cut-and-fill construction will be permitted.</i>
Landscaping aspects.		<i>Only indigenous species relevant to the site is permissible for landscaping purposes. Establishment of lawns is generally discouraged unless serving pre-consent environmental benefit purposes (ie. grassblock parking, surface stabilisation). Dual purpose infrastructure establishment is encouraged, (i.e. access road also serving as firebreaks, pipelines and subsurface powerlines along existing roads).</i>
Specific legislation to be made aware of and of particular importance to mention.		<p><i>Being situated within a Protected Area, all development requires pre-approval via the legislative EIA processes.</i></p> <p><i>It is also important that as an operator, you are familiar with the following legislations:</i></p> <p><i>NEMA-National Environmental Management Act, No 107 of 1998</i></p> <p><i>NEMBA-National Environmental Management: Biodiversity Act, No. 10 of 2004</i></p> <p><i>NEMPAA-National Environmental Management: Protected Areas Act, No. 57 of 2003</i></p>

		<p>PFMA-Public Finance Management Act, No. 1 of 1999</p> <p>NHRA-National Heritage Resources Act, No. 25 of 1999</p> <p>MNCA-Mpumalanga Nature Conservation Act (Act No. 10 of 1998)</p> <p>MTPAA-Mpumalanga Tourism and Parks Agency Act (Act No. 5 of 2005)</p> <p>NTA-Tourism Act- (Act No. 3 of 2014)</p> <p>NWA-National Water Act (Act No. 36 of 1998)</p>
Security.		<p>Security of the proposed lodge during all phases of being established will be responsibility of the developer/operator. Several options of securing the site may be considered (i.e. sensitively positioned electrified wires, silent alarm sensors in units). All persons or vehicles entering or exiting the reserve will be subjected to ad-hoc security checks/search processes.</p>
Additional notes		<p>No persons will be allowed to overnight at the site during the construction phase, other than a maximum of two suitably qualified security guards. Staff accommodation limited to Operations will have to comply with The Songimvelo Nature Reserve opening and closing hours. Specific additional details to the site should be mentioned (ie. camping of labour during construction phase may not be permitted due to dangerous game presence and security).</p>

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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1. Definitions
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

**24. Anti-dumping
and countervailing
duties and rights**

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

BID DETAILS

BID NUMBER: MTPA/20242025/PMU/01

BID NAME: APPOINTMENT OF A SERVICE PROVIDER FOR ASBESTOS REMOVAL AND REPLACEMENT AT MANYELETI NATURE RESERVE

CLOSING DATE: 14 JUNE 2024

TIME: 11:00AM

TENDER LEVY: R 200.00

DETAILS OF BIDDER

NAME: _____

TEL NUMBER: _____

POSTAL ADDRESS: _____

DOCUMENT SUBMISSION

ORIGINAL

COPY

PROOF OF PAYMENT ATTACHED

YES

NO

1: The Tender

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 3 of 65

Part T1: Tendering procedures

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 4 of 65

T1.1: Tender Notice and Invitation to Tender

The Mpumalanga Tourism and Parks Agency invites bids for the safe removal and replacement of asbestos in four MTPA reserves. The following bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions are eligible to submit tenders:

- Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 4 GB.
- **Contractors are required to be registered at the Department of Labour as certified asbestos contractors or form joint ventures with a Certified Asbestos Contractors.**

Joint ventures are eligible to submit tenders provided that:

- Every member of the joint venture is registered with the CIDB;
- The lead partner has a contractor grading designation in the **4GB (or 3GBPE)** class of construction work; and
- The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **4GB (or 3GBPE)** class of construction work.

The physical address for collection of tender documents is:

Mpumalanga Tourism and Parks Agency

The Senior Manager Supply Chain Management, Block E (E4) at MTPA Office Complex, N4 National Road, Hall's Gateway, Mataffin, Nelspruit

Bid Documents are available as from the date of advertisement.

A non-refundable tender deposit of R 200-00 payable in cash or by direct transfer is required on collection of the bid documents.

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 5 of 65

Queries relating to the issue of these documents may be addressed to:

All SCM Queries

Mr. Evans Ngwenya

E-Mail: Evans.Ngwenya@mtpa.co.za

Tel: 013 065 0886

TECHNICAL QUERIES

Mr. Sibusiso Mabunda

E-Mail: Sibusiso.Mabunda@mtpa.co.za

Tel: 013 065 0888

Compulsory briefing session will be as per the advert.

The bidder shall inspect and examine the Site and its surroundings and shall satisfy himself before submitting his tender as to the form and nature of the Site, the Quantities and Nature of the work and materials necessary for the completion of the Works and the means of access of the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. The bidder must be represented at the site inspection by a person who is suitably qualified and experienced to comprehend the implications of the work involved. Attendance of the site inspection is compulsory and a tender will be disqualified if the site inspection is not attended by a representative of the bidder.

The closing time for receipt of tenders is 14 June 2024 @ 11:00 AM. Tender Documents to be hand delivered to: Mpumalanga Tourism and Parks Agency, The Senior Manager Supply Chain Management, Block E Reception Tender Box at MTPA Office Complex, N4 National Road, Hall's Gateway, Mataffin, Nelspruit

Tenders may only be submitted on the bid documentation that is issued.

Telegraphic, telephonic, telex, facsimile and late bids will not be accepted.

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

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 6 of 65

T1.2: Tender Data

Clause number	
	<p>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) which are reproduced without amendment or alteration for the convenience of bidders as an Annex to the Tender Data.)</p> <p>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.</p> <p>Each item of the Tender Data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>
F.1.1	The employer is the Mpumalanga Tourism and Parks Agency.
F.1.2	<p>The tender documents issued by the employer comprises:</p> <p>The Tender</p> <p>Part T1: Tendering procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>The Contract</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Construction Guarantee</p> <p>C1.4 Adjudicator's Contract</p> <p>Part 2: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Bills of Quantities</p> <p>Part 3: Scope of work</p> <p>C3 Scope of work</p> <p>Part 4: Site information</p> <p>C4 Site information</p>

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 7 of 65

Clause number	
F.1.4	<p>Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this tender document, please refer queries, in writing, to the contact person listed below. Under no circumstances may any other employee within the Mpumalanga Tourism and Parks Agency be approached for any information. Any such action may result to disqualification of a response submitted in competition to the tender process.</p> <p>Enquiries should reference specific page and or paragraph numbers, where appropriate.</p> <ul style="list-style-type: none"> • All questions/enquiries must be forwarded in writing not later than 14 June 2024 at 11:00. <p>Questions/enquiries received after 11:00 on 14 June 2024 will not be considered.</p> <p>Name: Mr. Tshepo Nonyane</p> <p>Capacity: Acting Senior Manager Supply Chain Management</p> <p>Address: Private Bag X11338, Nelspruit, 1200</p> <p>Tel: (013) 065 0699</p> <p>E-mail: Tshepo.Nonyane@mtpa.co.za</p>
F.2.1	<p>The following bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 4GB (or 3GBPE) class of construction work;</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the criteria listed in Tender Data; and</p> <p>c) Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 4GB (or 3GBPE) class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 4GB (or 3GBPE) class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. <p>For eligibility refer to Notice and Invitation to Tender T1.1</p>
F.2.7	<p>For particulars regarding the compulsory pre-tender clarification meeting (site inspection meeting), see Notice and Invitation to Tender T1.1</p>
F.2.12	<p>No alternative proposals will be accepted.</p>
F.2.13.2	<p>Electronic tender offers will not be accepted.</p>
F.2.13.3	<p>Parts of each tender offer communicated on paper shall be submitted as an original, plus Nil copies.</p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Block E Reception</p> <p>Physical address: Nelspruit Head Office, N4 National Road, Hall's Gateway, Mattafin</p> <p>Identification details: Tender for Contract Number: MTPA/20242025/PMU/01</p>

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 8 of 65

Clause number	
F.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 90 days.
F.2.19	Access shall be provided for inspections, tests and analysis as may be required by the employer.
F.2.23	<p>The bidder is required to submit with his tender:</p> <ol style="list-style-type: none"> 1. Proof of Contractor Registration issued by the Construction Industry Development Board 2. An original valid Tax Clearance Certificate issued by the South African Revenue Services. 3. A copy of Company Registration form 4. A copy of Joint Venture Agreement if applicable
F.3.4.1	<p>The time and location for opening of the tender offers are:</p> <p>11:00 on the 14 June 2024 at Block E Reception, N4 Halls Gateway, Mataffin, Nelspruit</p>
F.3.13.1	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation; b) the bidder 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; c) the bidder has not: <ol style="list-style-type: none"> i) abused the employer's supply chain management system; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and d) has completed the Compulsory Enterprise Questionnaire, SBD1, SBD 4 and SBD 6.1, and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. e) has submitted the required documents as stated in F 2.23
F.3.18	Provide to the successful bidder one copy of the signed contract document.

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 9 of 65

**Annex F
(Normative)
Standard Conditions of Tender**

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each bidder 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 bidder 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. Bidders 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 bidder shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) conflict of interest means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.
- ii) an individual or organization 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 organization which employs that employee.

b) comparative offer means the bidder'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.

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- 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 bidder shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a bidder. 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 bidder 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 bidder.

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 bidder who in terms of F.3.11 is the highest ranked or the bidder 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, bidders 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 bidders who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of bidders shall not apply.

F.1.6.2.2 All responsive bidders, or not less than three responsive bidders 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 bidder'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, bidders shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Bidders shall be advised when they are to submit their best and final offer.

Contractor: _____

Witness for Contractor: _____

Employer: _____

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Bidders 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 bidder 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 Bidders shall submit in the first stage only technical proposals. The employer shall invite all responsive bidders 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 Bidder's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the bidder satisfies the criteria stated in the tender data and the bidder, 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 bidder 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, unless otherwise stated in the tender data, the employer will not compensate the bidder for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

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.

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 12 of 65

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 bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The bidder 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 bidder, 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

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 bidder. 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.

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 13 of 65

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 legibly in non-erasable ink.

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the bidder. Signatories for bidders 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 bidder'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 bidder's name and contact address.

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

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

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

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

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

F.2.15 Closing time

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

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

Contractor: _____

Witness for Contractor: _____

Employer: _____

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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 bidders 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 bidder 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 bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, 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.

Contractor: _____

Witness for Contractor: _____

Employer: _____

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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 bidder

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 bidders 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 bidder 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 bidder 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 bidder applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all bidders 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 bidder 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 bidders' 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 bidder whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

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

F.3.5 Non-disclosure

Not disclose to bidders, 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 bidder.

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 16 of 65

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a bidder to influence the processing of tender offers and instantly disqualify a bidder (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 bidder's risks and responsibilities under the contract, or
- c) Affect the competitive position of other bidders 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 bidder 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 bidder 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 bidder 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 bidder's addition of prices, the total of the prices shall govern and the bidder 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 bidder on any matter that could give rise to ambiguity in a contract arising from the tender offer

F.3.12 Insurance provided by the employer

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 17 of 65

If requested by the proposed successful bidder, submit for the bidder'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 bidder:

- 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 bidder.

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 unsuccessful bidders

F.3.16.1 Notify the successful bidder 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.3.16.2 After the successful bidder has been notified of the employer's acceptance of the tender, notify other bidders that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful bidder 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 bidders 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 bidders or might prejudice fair competition between bidders.

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 18 of 65

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____

Part T2: Returnable Schedules

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 20 of 65

T2.1: List of Returnable Documents

The complete tender document as received from the employer, together with all additional documentation as requested, must be submitted. No documentation must be removed from the tender document.

The bidder must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

- Resolution of board of directors / members / partners
- Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership (if applicable)
- Special Resolution of Joint Venture Partners
- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Schedule of Subcontractors
- Capacity of Bidder
- Site inspection certificate

2 Other Company documents required only for tender evaluation purposes

- Proof of Contractor Registration issued by the Construction Industry Development Board - Compulsory
- An original valid Tax Pin issued by the South African Revenue Services (from the date of the closing date) - Compulsory
- Proof of registration of Closed Corporation or Company or other legal entities applicable to tender Certified copy- Compulsory
- A Valid Letter of good standing from the Compensation Commissioner (from the date of the closing date) – Compulsory

A certified copy of registration as a Type 2 or Type 3 registered asbestos contractor with the Chief Inspector, in accordance with the Department of Labour regulations.

3 Returnable Schedules that will be incorporated into the contract

4 Other documents that will be incorporated into the contract

- Health and Safety Specifications for General Construction Activities
- Code of conduct for working in a Reserve
- Environmental Management Plan for General Construction Activities

5 C2.2 Bills of quantities

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 21 of 65

This returnable schedule needs to be completed if the bidder is a company or other legal person.

Resolution of Board of Directors / Members / Partners

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Tender to the Mpumalanga Tourism and Parks Agency in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 22 of 65

6			
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Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____

This returnable schedule needs to be completed if the bidder is a joint venture. This form must be completed by each partner of the joint venture. The name of the principal partner must be stated under Point 2.

Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership (i.e. of each legal person to comprise the Joint Venture Partnership)

RESOLUTION of a meeting of the Board of *Directors / Members / Sole Proprietor/ Partners of:

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

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

3. The Enterprise submits a Tender, in Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Joint Venture)

to Mpumalanga Tourism and Parks Agency in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

4. The Principal Partner of the Joint Venture will be

(Legally correct full name and registration number, if applicable, of the Principal Partner of Joint Venture)

5. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 24 of 65

be, and is hereby, authorised to sign a joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the joint venture, in respect of the project described under item 1 above.

6. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Mpumalanga Tourism and Parks Agency in respect of the project described under item 1 above.
7. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Mpumalanga Tourism and Parks Agency in respect of the project under item 1 above:

Physical address: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____

9			
---	--	--	--

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

This returnable schedule needs to be completed if the bidder is a joint venture.

Special Resolution of Joint Venture Partners

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Joint venture)*

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

14. _____

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____

15. _____

Held at _____ (place)

On _____ (date)

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in joint venture partnership to the Mpumalanga Tourism and Parks Agency in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

B. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprises in joint venture mentioned above.

C. The Enterprises constituting the Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____

D. The Enterprises to the Joint Venture accept joint and several liabilities for the due fulfilment of the obligations of the Joint Venture deriving from, and in any way connected with, the contract entered into with the Mpumalanga Tourism and Parks Agency in respect of the project described under item A above.

E. Any of the Enterprises to the Joint Venture intending to terminate the Joint Venture agreement, for whatever reason, shall give the Mpumalanga Tourism and Parks Agency 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Mpumalanga Tourism and Parks Agency for the due fulfilment of the obligations of the Joint Venture as mentioned under item D above.

F. No Enterprise to the Joint Venture shall, without the prior written consent of the other Enterprises to the Joint Venture and of the Mpumalanga Tourism and Parks Agency, cede any of its rights or assign any of its obligations under the Joint Venture agreement in relation to the contract with the Mpumalanga Tourism and Parks Agency referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Joint Venture for all purposes arising from the Joint Venture agreement and the contract with the Mpumalanga Tourism and Parks Agency in respect of the project under item A above:

Physical address: _____

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____

Postal Address: _____

_____ (code)

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 28 of 65

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Joint Venture submitting this Tender
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Tender exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Joint venture must be attached to the Special Resolution

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 29 of 65

- a member of the board of directors of any municipal entity
- an employee, director or board member of or otherwise employed by or contracted to the Mpumalanga Tourism and Parks Agency, or had or has any contractual relationships of any kind with the Mpumalanga Tourism and Parks Agency.
- 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:

- a member of any municipal council
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of any provincial legislature
- a member of an accounting authority of any national or provincial public entity
- a member of the National Assembly or the National Council of Province
- an employee of Parliament or a provincial legislature
- a member of the board of directors of any municipal entity
- an employee, director or board member of or otherwise employed by or contracted to the Mpumalanga Tourism and Parks Agency, or had or has any contractual relationships of any kind with the Mpumalanga Tourism and Parks Agency.
- an official of any municipality or municipal entity

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 30 of 65

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 bidders 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.

Name	Position	Signed

Name of Bidder	Date

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 31 of 65

Record of Addenda to tender documents

I / We confirm that the following communications received from the Mpumalanga Tourism and Parks Agency before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Name	Position	Signed

Name of Bidder	Date

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 32 of 65

Proposed Amendments and Qualifications

The Bidder should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule.

Page	Clause or item	Proposal

Name	Position	Signed

Name of Bidder	Date

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 33 of 65

Capacity of Bidder

Evaluation of functionality

The evaluation criterion for functionality aims to assess the capability of the bidders to execute and maintain a tender and/ or contract. The following mandatory tender evaluation will be based on the following methodology. All bidders scoring a zero (no experience) in first criteria point or a total score of less than **70%** will be disqualified.

FUNCTIONALITY	POINTS
<p>Relevant previous experience (Asbestos) Value</p> <ul style="list-style-type: none"> • No experience equals to 0 points • Below R500 000 equals to 10 points • ABOVE R500 001 to R1000 000 equals to 15 points • Above R1 000 001 to R3 000 000 equals to 20 points • Above R3 000 001 equals to 30 points <p>(Proof of relevant experience must be attached e.g. orders, appointment letters, completion certificates)</p>	<p>30</p>
<p>Company experience in similar projects (Years)</p> <ul style="list-style-type: none"> • No experience equals 0 points • 1-3 years equals 05 points • Above 3 year to 5 years equals 10 points • Above 5 years to 7 years equals 15 points • Above 7 years and above equals 20 points <p>(Proof of relevant experience must be attached i.e. works orders, appointment letters, completion certificates, company registration document and or NHBRC registration certificate)</p>	<p>20</p>
<p>Key Personnel (Artisans, Engineers or Equipment operators)</p> <ul style="list-style-type: none"> • No personnel equals to 0 points • Three (03) will be equal 05 points • Four (04) will be equal 10 points • Five (05) will be equal 15 points <p>Artisan must be in possession of any relevant qualification (i.e. Carpentry, Plastering, Painting, Bricklaying, Asbestos handler practitioner certificate) (CV and certified copies of qualifications must be attached)</p>	<p>15</p>
<p>Schedule of Plant and Equipment</p> <p>All applicable plant and equipment equals 15 points (Proof of ownership/Letter of Intent)</p> <ul style="list-style-type: none"> • No relevant equipment equals 0 points • One applicable equipment equals 05 points • Any other 2-3 combination equals 10 points • Any other 4-5 combination equals 15 points <p>(1) Applicable Plant and Equipment: 1 ton truck/ delivery vehicle, Scaffolding and Frame ladders and Protective & Safety Equipment.</p>	<p>15</p>

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____

Locality <ul style="list-style-type: none"> • Within Bushbuckridge Local Municipality - 10 points • Within Mpumalanga province -05 Points • Outside Mpumalanga Province -03 Points (Proof must be attached) If proof is not attached 0 points.	10
Liability indemnity cover <ul style="list-style-type: none"> • No cover equals 0 points • Below R5 000 000 equals 05 points • Above R5 000 000 equals 10 points (Proof must be attached)	10
TOTAL	100

The threshold for functional evaluation is set at **70%** and bidders scoring above the **70% threshold** will be further evaluated for price.

Price: 80%

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

Ps = points scored for competitive price of bid under consideration
 Pt = comparative price of bid under consideration
 P min = comparative price of lowest acceptable bid

Preference points **(20)** will allocated utilizing the below specific goals;

SPECIFIC GOALS	POINTS ALLOCATED
Historically disadvantaged by unfair discrimination on the basis of race,	6
Gender (Women)	5
Disability	5
Youth	4

In order for the points to be allocated to a bidder, the ownership status must at least be equals to or above 50 + 1% on any of the above specific goals.

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____

1. **WORK CAPACITY:** *(The Bidder is requested to furnish the following full particulars, attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)*

Skilled artisans employed		Unskilled employees employed	
Categories of artisans	Number	Categories of employees	Number
Machinery	Plant	Workshops	

2. **QUALIFICATIONS AND EXPERIENCE OF PROPOSED SITE SUPERVISION TEAM FOR THE PROJECT**

Bidder to provide name(s), key qualifications and experience of site supervision team that will supervise the project on behalf of the Contractor.

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____

3. PARTICULARS OF COMMITMENTS WHICH THE BIDDER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

3.1. Current projects:

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 37 of 65

Previous projects:

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion	Actual date of completion
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 38 of 65

Site Inspection Certificate

This is to certify that I, _____ representing
_____ in the company of
_____ visited the site on
_____.

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name Bidder's Representative	Position	Signed

Name of Bidder	Date

Name of Employer's Representative	Signature	Date

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____

BID NO: MTPA/20242025/PMU/01

NAME OF BID: ASBESTOS REMOVAL AND REPLACEMENT AT MANYELETI NATURE RESERVE

BID NUMBER:	MTPA/20242025/PMU/01	CLOSING DATE:	14 June 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR ASBESTOS REMOVAL AND REPLACEMENT AT MANYELETI NATURE RESERVE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLY CHAIN MANAGEMENT UNIT, PROCUREMENT OFFICE (MTPA FINANCE BLOCK E)					
N4 NATIONAL ROAD, HALL'S GATEWAY MATAFFIN					
1200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Evans Ngwenya		CONTACT PERSON	Sibusiso Mabunda	
TELEPHONE NUMBER	013 065 0886		TELEPHONE NUMBER	013 065 0888	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Evans.Ngwenya@mtpa.co.za		E-MAIL ADDRESS	Sibusiso.Mabunda@mtpa.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<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		
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.					

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 40 of 65

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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:

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 41 of 65

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
.....
.....

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

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 42 of 65

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

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ 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.

¹ 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.

Contractor: _____ Witness for Contractor: _____

Employer: _____ Witness for Employer: _____ Page 43 of 65

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 bidder

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 44 of 65

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 45 of 65

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:

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

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:

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

Where

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

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 46 of 65

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)
HDI		6		
Youth		4		
Gender (Women)		5		
Disability		5		

In order for the points to be allocated to a bidder, the ownership status must at least be equals to or above 50 + 1% on any of the above specific goals.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____

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.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____

C: The Contract

Part C1: Agreement and contract data

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:

MTPA/20242025/PMU/01 : APPOINTMENT OF A SERVICE PROVIDER FOR ASBESTOS REMOVAL AND REPLACEMENT AT MANYELETI NATURE RESERVE

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

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

.....Rand (in words);

R (in figures)

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

Signature Date

Name

Capacity

for the bidder

(Name and

address of

organization)

.....

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page **49** of **65**

Name and signature of witness

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder'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 bidder's offer shall form an agreement between the employer and the bidder 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 bidder 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 bidder 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 bidder receives one fully completed signed acceptance form, including the schedule of deviations (if any). Unless the bidder (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

Capacity

for the Employer Mpumalanga Tourism and Parks Agency
N4 National Road
Hall's Gateway
1200

Name and

signature

of witness Date

Contractor:_____

Witness for Contractor:_____

Employer:_____

Witness for Employer:_____ Page 50 of 65

Schedule of Deviations

- 1 Subject
Details
.....
.....

- 2 Subject
Details
.....
.....

- 3 Subject
Details
.....
.....

- 4 Subject
Details
.....
.....

- 5 Subject
Details
.....
.....

By the duly authorized representatives signing this agreement, the employer and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance.

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

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page **51** of **65**

C1. Contract Data

REFER TO ANNEXURE :A

C2. Bill of Quantities

REFER TO ANNEXURE: B

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 52 of 65

Part C3: Scope of Work

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page **53** of **65**

C3: Scope of Work

[Use for JBCC Principal Building Agreement (edition 6.2)]

1	DESCRIPTION OF THE WORKS
1.1	Employer’s objectives
	To safely remove and replace building materials containing asbestos at Manyeleti Nature Reserve
1.2	Overview of the works
	<p>1. BACKGROUND</p> <p>The MTPA allocated a special budget for the safe removal of asbestos on MTPA reserves and to replace all asbestos building material with safe products. Manyeleti Nature Reserve have been prioritized for implementation of asbestos removal in the 2024/25 financial year.</p> <p>2. INSTITUTIONAL DEFINITION</p> <p>The Mpumalanga Tourism and Parks Agency (MTPA) is a legal entity established by the Mpumalanga Government in terms of the Mpumalanga Tourism and Parks Agency Act of 2005, Act No. 5 of 2005, and mandated with the business of positioning the Mpumalanga Province as a tourist destination and to manage the provincial biodiversity conservation in order to stimulate sustainable economic growth.</p> <p>3. OVERVIEW OF WORK</p> <p>3.1 Removal and disposal of asbestos</p> <p>The successful bidder will be required to safely remove and dispose all asbestos products from the above-mentioned reserves within the legislative legal framework of the Republic of South Africa.</p>
1.3	General
	<p>The rates in the bill of quantities must make provision must in include:</p> <ul style="list-style-type: none"> ○ Fully trained technicians, site supervision and management, ○ Uniforms and PPE required on site, ○ All tools and scaffolding for the effective completion of the works, and ○ Decontamination equipment and shower in the demarcation area for staff
1.4	Extent of the works
	As per bill of quantities
1.5	Location of the works
	Manyeleti Nature Reserve

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____

1.6	Temporary works
	Local Employees must be prioritized.
2	DRAWINGS
	None
	Specifications as detailed in Bill of Quantities
3	PROCUREMENT
3.1	Subcontracting
3.1.1	Scope of mandatory subcontractor work
	n/a
3.1.2	Preferred subcontracting / suppliers
	n/a
3.1.3	Subcontracting procedures
	n/a
4	CONSTRUCTION
4.1	Applicable SANS 2001 standards for construction works
	SANS 10142-1 of 2006
	SABS 0400
	SANS 1200
4.2	Applicable national and international standards
	SANS
	SABS
4.3	Certification by recognized bodies
	All certification must be submitted to Project Management Unit of Mpumalanga Tourism and Parks Agency for approval
4.4	Agrément certificates
	Alternative materials with Agrément Certificates must be submitted to the Project Management Unit of Mpumalanga Tourism and Parks Agency for approval prior to work commencing

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 55 of 65

4.5	Plant materials and equipment supplied by the employer Nil
4.6	Other facilities and services All temporary facilities to be provided by contractor

5 MANAGEMENT OF THE WORKS

5.1 Applicable SANS 1921 standards

The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 1921 – 1: General engineering and construction works
- 2) SANS 1921 – 5: Earthworks activities which are to be performed by hand

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible.
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The structural engineer is MTPA Project Management Unit.
4.3.1	The planning, programme and method statements are to comply with the following: <ol style="list-style-type: none"> 1. Immediately on award of the Contract and prior to commencement on site, the Contractor, in conjunction with the Principal Agent, shall agree the working Programme covering the first month of the Construction Period.

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____

		<p>During the first month of the Construction Period the Contractor shall prepare and draw up in conjunction with the Principal Agent the Programme for the balance of the Works in accordance with the conditions stated below.</p> <ol style="list-style-type: none"> 2. The Principal Agent shall have the right to modify such Programme to accommodate changes necessary in his opinion for coordinating the project as a whole. Any cost implications relating to such modification shall be dealt with in accordance with the provisions of the Agreement. 3. This Programme shall be drawn up in accordance with the dates given herein for possession, sectional completion and Practical Completion and shall be in sufficient and approved detail to ensure control over the work. 4. Notwithstanding the fact that the Programme has been prepared in conjunction with the Principal Agent, the Contractor shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the Programme, and the implementation thereof. 5. The Programme shall be compiled based on the Critical Path Method of programming and the critical activities are to be clearly highlighted. It shall be compiled in such a way that logic is not constrained by resource limitations unless specifically agreed otherwise by the Principal Agent. The Programme will be processed on the Principal Agents system and the Contractor shall provide all the co-operation necessary to achieve this. 6. Documentation will not be available in complete detail at the commencement stage. However the Contractor, in conjunction with the Principal Agent, shall plan the Works on provisional information, to an agreed level of detail relating to the level of detailed information available and with sufficient scope to include future detail without disrupting the basic logic as initially agreed. The quantities contained in this document are provisional and shall be utilized as a guide only for the drawing up of the Programme. Where assumptions are made in regard to programming aspects, such assumptions shall be agreed by the Contractor and the Principal Agent, and suitably recorded in the Programme. 7. Should circumstances change to the extent where the Contractor is of the opinion that changes to the Programme are required, then the Contractor shall make written request to the Principal Agent for such changes, clearly identifying the reasons for requiring such change. The Contractor and Principal Agent shall thereafter agree such changes, if any. Should the Principal Agent be of the opinion that the Programme requires revisions, and notwithstanding the fact that a request for such revision has not been received from the Contractor, the Principal Agent shall be entitled to instruct the Contractor to revise the Programme accordingly, unless the Contractor can submit reasonable justification for not doing so. Any acceleration and/or special measures sanctioned by the Principal Agent together with associated effects shall be incorporated in a revision to the Programme. 8. The Contractor and the Principal Agent shall, at regular intervals not exceeding one month, agree the state of progress of the Works relative to the latest agreed revision of the Programme. Such agreement shall include the recording of actual commencement and completion dates for each
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Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 57 of 65

		<p>activity and shall constitute the official record of the progress at such point in time.</p> <p>9. In addition to and based on the Programme systems and format dictated above, the Contractor shall devise Detailed Working Programmes. These shall be drawn up on a regular basis (at least monthly), to the satisfaction of the Principal Agent. Such Working Programmes shall at all times relate to the constraints of the current Programme.</p> <p>10. Notwithstanding anything to the contrary contained herein the Principal Agent at all times reserves the right to direct the order in which the various parts of the Contract are to be executed. The Contractor shall give priority to any individual section or portion of the Works that, in the opinion of the Principal Agent, requires to be expedited.</p> <p>11. Should the Contractor and/or Principal Agent be of the opinion that such instruction warrants a revision to the Programme, then the provisions of 7 above shall apply.</p> <p>12. Should it appear, in the Principal Agent's opinion, that work in any area is not being executed in accordance with the requirements of the Programme, the Contractor shall provide additional manpower and resources and shall work additional overtime and do everything else required to bring the work back to Programme to the satisfaction of the Principal Agent.</p>
	<p>4.3.2</p>	<p>1. The Contractor is required to identify and provide the employer with material procurement and construction lead in periods for the following aspects:</p> <p>1.1 Building Information</p> <p>1.1.1 Foundation Layouts (Setting Out)</p> <p>1.1.2 Reinforcing Schedules</p> <p>1.1.3 Concrete Layouts (including pile caps, ground beams, columns, beams, stairs, etc)</p> <p>1.1.4 Concrete Details</p> <p>1.1.5 Paint Specifications</p> <p>1.1.6 Metal Work etc.</p> <p>2. The Contractor is further required to identify and provide the employer with lead in periods required for the appointment of anticipated sub-contractors for:</p> <p>2.1 Sundry Fittings</p> <p>2.2 Sundry Metalwork</p> <p>2.3 Sundry Builder's Work</p>

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 58 of 65

4.3.3		The notice period for inspection is 14 days.
4.7.3		Blasting operations will not be required.
4.9.3		Specific requirements of the employer are described in the scope of work.
4.12.2		The contractor will provide representative samples of materials, workmanship and finishes as the Principal Agent may require. Upon request of Principal Agent
4.14.1		Contractor will not be allowed to set up accommodation on site. Contractor to provide own accommodation and transport of workers.
4.14.3		The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: Nil
4.14.5		The Contractor is not required to provide latrine and ablution facilities.
4.14.6		A Construction sign board and necessary H&S sign/notice boards are required. All signboards needs to be approved / accepted by the Employer prior to erection.
4.17.1		The requirements for the termination, diversion or maintenance of existing services are: Nil
4.17.3		Services which are known will be pointed / are to be pointed out on site by the Employer.
4.17.4		The requirements for detection apparatus are: No as-built drawings exist, only Generic Fence Drawings
4.18		The following standards and specifications shall be in addition to the provisions of 4.18: 1. The Occupational Health and Safety Act 85 of 1993 and its Construction Regulations. Said act and regulations are not attached.
4.22		The works to be undertaken by nominated and selected subcontractors comprise: Nil

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 59 of 65

Variations	
1	<p>Replace 4.1.9 with the following:</p> <p>All rights of publication of articles in the media, together with any advertising relating to, or in any way connected with this project shall vest in the Employer. The Contractor together with his Subcontractors shall not, without the written consent of the Employer, cause any statement or advertisement to be printed, screened or aired by the media.</p>
2	<p>Replace 4.9.3 with the following:</p> <p>Trees and shrubs shall not be removed, cut back or disturbed in any way without the consent of the principal agent. Specific requirements of the employer are described in the Scope Of Works.</p>
3	<p>Replace the heading of 4.12 with the following:</p> <p>“4.12 Materials, samples, fabrication drawings and overloading.”</p>
4	<p>Include the following after 4.1.2.5</p> <p>“4.12. Overloading 6</p> <p>The Contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the Works or temporary works. Any damage caused to the Works by overloading shall be made good by the Contractor at his sole expense.”</p>
Additional Clauses	
1	<p><u>Prime Cost Amounts</u></p> <p>All prime cost items are for material and goods delivered to site. The contract documents shall make provision for the contractor to separately price for overheads and profit and for taking delivery, unloading, checking against invoices and/or delivery notes, getting in, unpacking, storing, hoisting and fixing of such material and goods. The contractor shall check the quantity and condition of all materials and goods on taking delivery as any material and goods subsequently found missing or damaged shall be replaced at the contractor's expense.</p>
2	<p><u>Cash flow predictions</u></p> <p>The contractor shall provide all reasonable assistance to the principal agent in the preparation of cash flow projections of claims for payment certificates. Cash flow predictions will be updated by the Contractor on monthly basis and will be submitted to Employer together with its progress claims. The projections shall be based on the programme. The cooperation of the contractor in terms of this item shall not prejudice his right to receive payment in terms of the agreement.</p>

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 60 of 65

3	<p><u>Protection/isolation of existing /sectional occupied works</u></p> <p>The contractor shall provide all reasonable temporary measures to protect/isolate the existing and/or sections of the occupied works and remove such measures on completion.</p>											
4	<p><u>Security of the works</u></p> <p>The contractor shall take all appropriate measures for general security of the works.</p>											
5	<p><u>Minimum requirements for construction equipment</u></p> <p>Construction equipment must comply with all relevant legal requirements and must be adequate to execute the works.</p>											
6	<p><u>Deposits and fees</u></p> <p>The contractor shall pay all deposits and fees and charges according to law, regulations or bylaws of any local or other authorities that relate to hoardings, the use of pavements, street encroachment or crossings, permission for the suspension of parking facilities and the like.</p>											
7	<p><u>Water and electricity</u></p> <p>The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract are:</p> <p>a) water : A</p> <p>b) electricity : A</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Service</th> <th colspan="3">Option</th> </tr> <tr> <th>A</th> <th>B</th> <th>C</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Water</td> <td style="text-align: center;"> <p>Contractor responsibility</p> <p>The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own</p> </td> <td style="text-align: center;"> <p>Employer responsibility</p> <p>The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction</p> </td> <td style="text-align: center;"> <p>The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water</p> </td> </tr> </tbody> </table>	Service	Option			A	B	C	Water	<p>Contractor responsibility</p> <p>The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own</p>	<p>Employer responsibility</p> <p>The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction</p>	<p>The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water</p>
Service	Option											
	A	B	C									
Water	<p>Contractor responsibility</p> <p>The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own</p>	<p>Employer responsibility</p> <p>The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction</p>	<p>The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water</p>									

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____

			cost.	purposes only.	consumed.		
		Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / Eskom for the works at his own cost.	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / Eskom for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.		

5.2.2 Code of Conduct for working in MTPA reserves

The document Code of Conduct for working in the MTPA is applicable to this contract.

5.3 Unauthorized Persons On Site

The Contractor shall at all times strictly exclude all unauthorized persons from the Works.

No workmen or labourers are to be allowed under any circumstances to sleep or deposit any kit on the premises, unless a designated enclosed and secure camp site for accommodating the Contractors employees has been allocated and approved by the Park Officials.

Furthermore, the Contractor shall take all measures necessary to ensure that no workmen are allowed into the building at any time after Practical Completion without the specific permission of the Principal Agent.

5.4 Quality plans and control

Quality inspections will be held at regular intervals. The contractor must notify the Principal Agent of any closure of works which must be inspected to confirm quality.

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 62 of 65

5.5	<p>Accommodation of traffic on public roads occupied by the contractor.</p> <p>n/a</p>
5.6	<p>Other contractors on site</p> <p>n/a</p>
5.7	<p>Testing, completion, commissioning and correction of defects</p> <p>All testing and certification of the works will be done in accordance with the applicable governing regulations and the procedures for the following will be clarified at the site meeting:</p> <ul style="list-style-type: none"> • Use of the works before completion has been certified; • Handover / beneficial occupation; • Pre-commissioning and commissioning of the works or part thereof, before and after completion; • Certifying completion; • Start-up; operation of the works; special arrangements associated with operating plant and machinery, etc.; • Training and technology transfer; • Take over; • Operational maintenance (if any), after completion; • Work which contractors may carry out after completion has been certified (in addition to correcting defects); and • Arranging access for correction of defects <p>5.7.1 Product warranties, guarantees and maintenance instructions/manuals</p> <p>The Contractor shall obtain and hand over to the Principal Agent on Practical Completion all relevant product warranties and guarantees, any operating and maintenance instruction manuals, data or instructions required by the Principal Agent or provided by manufacturers, suppliers or Subcontractors.</p> <p>The Contractor shall ensure that all warranties and guarantees received are fully ceded to the Employer on Works Completion, failing which the release of Construction Guarantee/Retention will be withheld until this is satisfactorily completed.</p> <p>5.7.2 Security at completion</p> <p>At completion, the Contractor shall leave the Works secure with all accesses locked. The Contractor shall account for and hand over to the Principal Agent all keys, properly labeled with an itemized schedule to be signed by the Principal Agent as receipt.</p>

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 63 of 65

5.8	Recording of weather
	A record of rain and all other inclement weather should be kept on site.
5.9	Format of communications
	All site instructions should be in writing on the prescribed format and will not be an approved site instruction until the Principal Agent has signed it.
	All notifications of inspections and all requests for information should be in writing.
5.9.1	Site Instructions
	Contract Instructions issued on Site are to be recorded by the Principal Agent in a Site Instruction Book which will be issued by the Principal Agent and which shall be maintained on Site. Only Site Instructions issued in such book will be affected by the contractor.
5.10	Management meetings
	The schedule for the site meetings will be agreed upon at the site hand-over meeting.
5.10.1	Progress Meetings
	The Principal Agent and Contractor shall hold meetings related to the progress of the works at regular intervals and at such time as may be necessary. Subcontractors shall not be present at progress meetings unless specifically requested by the contractor or principal agent. The principal agent shall record and distribute the minutes of the meetings.
5.10.2	Technical meetings
	At the instance of the principal agent or the contractor meetings shall be held to deal with technical and subcontractor's coordination matters.
5.11	Forms for contract administration
	All contract administration procedures will be agreed upon at the site hand-over meeting.
5.12	Electronic payments
	The contractor shall complete the MTPA Supplier Registration Forms in order to enable the MTPA to pay him or her electronically.
5.13	Daily records
	Daily records must be kept of all workers employed on the site as per the attached Attendance Register – Annexure D. The attendance register must be submitted to the project manager together with the monthly certificates. The number of workers and person days should be calculated on these registers on a progressive monthly basis.
5.14	Bonds and guarantees.
	All guarantees must be delivered to the Mpumalanga Tourism and Parks Agency Principal Agent.

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 64 of 65

5.15	Payment certificates The Principal Agent shall inspect all work and certify work done on a monthly basis. No payment shall be made for material on site. Material on site must be ceded to the employer and proof of payment to the supplier given to the employer before any payment of such material on site will be made.
5.16	Permits Names, ID numbers and vehicle registrations of all persons moving in and out the reserve for the duration of the contract.
5.17	Proof of compliance with the law The MTPA could request the contractor for proof that all aspects of South African Law are complied with.
5.18	Insurance provided by the employer. n/a

Contractor: _____

Witness for Contractor: _____

Employer: _____

Witness for Employer: _____ Page 65 of 65

Item	Unit	Quantity	Rate	Amount
no BILL NO 1				
PRELIMINARIES				
BUILDING AGREEMENT AND PRELIMINARIES				
<p>The JBCC Principal Building Agreement (March 2014 Edition 6.1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p>				
<p>The JBCC Principal Building Agreement contract data form an integral part of this agreement</p>				
<p>The Preliminaries revision 1 (February 2016), published by the Association of South African Quantity Surveyors for use with the JBCC Principal Building Agreement Edition 6.1, shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described.</p>				
<p>The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause</p>				
<p>The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only</p>				
<p>Where any item is not relevant to this agreement item is marked N/A signifying "not applicable"</p>				
<p>Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents</p>				
Carried to Collection				

PREAMBLES FOR TRADES

The Model Preambles for Trades 2008, as published by the Association of South African Quantity Surveyors, are crafted to complement and elaborate upon the concise descriptions employed within bills of quantities. These model preambles serve to reference SANS construction standards among other specifications. In instances where these model preambles are not applicable—such as when BS or Euro construction standards are in use, or when design consultants supply alternative preambles or specifications for inclusion—users are tasked with ensuring that the abbreviated descriptions, when paired with either the Standard System of Measuring Building Work (seventh edition) for projects within South Africa or the Standard Method of Measuring Building Work for Africa 2015 (first edition) for projects elsewhere on the continent, accurately convey the complete scope by either expanding upon the abbreviated descriptions within bills of quantities or by incorporating suitable preambles or specifications.

Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the Model Preambles

The contractor's prices for all items throughout these bills of quantities shall take account of and include for all of the obligations, requirements and specifications given in the Model Preambles and in any supplementary preambles and/or specifications

PRICING OF PRELIMINARIES

Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

Carried to Collection

SECTION A: PRINCIPAL BUILDING AGREEMENT

Interpretation (A1-A7)

1	Clause 1.0 - Definitions and interpretation F:..... V:..... T:.....	Item
2	Clause 2.0 - Law, regulations and notices F:..... V:..... T:.....	Item
3	Clause 3.0 - Offer and acceptance F:..... V:..... T:.....	Item
4	Clause 4.0 - Assignment and cession F:..... V:..... T:.....	Item
5	Clause 5.0 - Contract documents F:..... V:..... T:.....	Item
6	Clause 6.0 - Employer's agents F:..... V:..... T:.....	Item
7	Clause 7.0 - Design responsibility F:..... V:..... T:.....	Item
8	Clause 8.0 - Works risk F:..... V:..... T:.....	Item
9	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item
10	Clause 10.0 - Insurances F:..... V:..... T:.....	Item

Carried to Collection

<p>11 Clause 11.0 - Security F:..... V:..... T:.....</p>	<p>Item</p>
<p><u>Execution (A12 - A17)</u></p>	
<p>12 Clause 12.0 - Duties of the parties Refer to the contract data, F:..... V:..... T:.....</p>	<p>Item</p>
<p>13 Clause 13.0 - Setting out F:..... V:..... T:.....</p>	
<p>14 Clause 14.0 - Nominated subcontractors F:..... V:..... T:.....</p>	<p>Item</p>
<p>15 Clause 15.0 - Selected subcontractors F:..... V:..... T:.....</p>	<p>Item</p>
<p>16 Clause 16.0 - Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall: F:..... V:..... T:.....</p>	<p>Item</p>
<p>17 Clause 17.0 - Contract instructions Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor ? F:..... V:..... T:.....</p>	<p>Item</p>
<p><u>Completion (A18 - A24)</u></p>	
<p>18 Clause 18.0 - Interim completion F:..... V:..... T:.....</p>	<p>Item</p>
<p>19 Clause 19.0 - Practical completion F:..... V:..... T:.....</p>	<p>Item</p>
<p>Carried to Collection</p>	

20	Clause 20.0 - Sectional completion F:..... V:..... T:.....	Item		
21	Clause 21.0 - Defects liability period and final completion F:..... V:..... T:.....	Item		
22	Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	Item		
23	Clause 23.0 - Revision of date for practical completion F:..... V:..... T:.....	Item		
24	Clause 24.0 - Penalty for late or non-completion F:..... V:..... T:.....	Item		
	<u>Payment (A25 - A27)</u>			
25	Clause 25.0 - Payment F:..... V:..... T:.....	Item		
26	Clause 26.0 - Adjustment of the contract value and final account F:..... V:..... T:.....	Item		
27	Clause 27.0 - Recovery of expense and/or loss F:..... V:..... T:.....	Item		
	<u>Suspension and termination (A28 - A29)</u>			
28	Clause 28.0 - Suspension by the contractor F:..... V:..... T:.....	Item		
29	Clause 29.0 - Termination F:..... V:..... T:.....	Item		
	Carried to Collection			

<u>Dispute resolution (A30)</u>			
30 Clause 30.0 - Dispute resolution F:..... V:..... T:.....	Item		
31 Agreement The second sentence of the introduction where the parties sign the agreement, namely "Any provision in this agreement..... acceptance by such subcontractor at any time." is deemed to be deleted The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties F:..... V:..... T:.....	Item		
32 Contract data F:..... V:..... T:.....	Item		
Carried to Collection			

SECTION B: PRELIMINARIES

Interpretation (B1)

33 Clause 1.1 - Definitions
 F:..... V:.....
 T:..... Item

34 Clause 1.2 - Interpretation
 F:..... V:.....
 T:..... Item

Documents (B2)

35 Clause 2.1 - Checking of documents
 F:..... V:.....
 T:..... Item

36 Clause 2.2 - Provisional bills of quantities

37 Clause 2.3 - Availability of construction information
 F:..... V:.....
 T:..... Item

38 Clause 2.4 - Ordering of materials and goods
 F:..... V:.....
 T:..... Item

Previous work and adjoining properties (B3)

39 Clause 3.1 - Previous work - dimensional accuracy
 F:..... V:.....
 T:..... Item

40 Clause 3.2 - Previous work - defects
 F:..... V:.....
 T:..... Item

41 Clause 3.3 - Inspection of adjoining properties
 F:..... V:.....
 T:..... Item

The site (B4)

42 Clause 4.1 - Defined works area
 F:..... V:.....
 T:..... Item

Carried to Collection

43	Clause 4.2 - Handover of site in stages F:..... V:..... T:.....	Item		
44	Clause 4.3 - Enclosure of the works F:..... V:..... T:.....	Item		
45	Clause 4.4 - Geotechnical investigation F:..... V:..... T:.....	Item		
46	Clause 4.5 - Encroachments F:..... V:..... T:.....	Item		
47	Clause 4.6 - Existing premises occupied F:..... V:..... T:.....	Item		
48	Clause 4.7 - Services - known F:..... V:..... T:.....	Item		
49	Clause 4.8 - Protection of trees and/or relevant natural features F:..... V:..... T:.....	Item		
	<u>Management of contract (B5)</u>			
50	Clause 5.1 - Management of the works F:..... V:..... T:.....	Item		
51	Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item		
52	Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item		
	Carried to Collection			

<u>Samples, shop drawings and manufacturer's instructions (B6)</u>				
53	Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item		
54	Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item		
55	Clause 6.3 - Shop drawings F:..... V:..... T:.....	Item		
56	Clause 6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item		
<u>Deposits and fees (B7)</u>				
57	Clause 7.1 - Deposits and fees F:..... V:..... T:.....	Item		
<u>Temporary services (B8)</u>				
58	Clause 8.1 - Water F:..... V:..... T:.....	Item		
59	Clause 8.2 - Electricity F:..... V:..... T:.....	Item		
60	Clause 8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item		
61	Clause 8.4 - Communication facilities F:..... V:..... T:.....	Item		
Carried to Collection				

Prime cost amounts (B9)

62 Clause 9.1 - Responsibility for prime cost amounts

Attendance on subcontractors (B10)

63 Clause 10.1 - General attendance

User note

General attendance is defined as being the duties of the contractor in terms of clause 12.2 of the JBCC n/s subcontract agreement

F:..... V:.....

T:.....

Item

General (B11)

64 Clause 11.1 - Protection of the works

F:..... V:.....

T:.....

Item

65 Clause 11.2 - Protection/isolation of existing/sectionally occupied works

F:..... V:.....

T:.....

Item

66 Clause 11.3 - Security of the works

F:..... V:.....

T:.....

Item

67 Clause 11.4 - Notice before covering work

F:..... V:.....

T:.....

Item

68 Clause 11.5 - Disturbance

F:..... V:.....

T:.....

Item

69 Clause 11.6 - Environmental disturbance

F:..... V:.....

T:.....

Item

70 Clause 11.7 - Works cleaning and clearing

F:..... V:.....

T:.....

Item

Carried to Collection

<p>71 Clause 11.8 - Vermin F:..... V:..... T:.....</p>	Item			
<p>72 Clause 11.9 - Overhand work F:..... V:..... T:.....</p>		Item		
<p>73 Clause 11.10 - Tenant installations by direct contractors F:..... V:..... T:.....</p>			Item	
<p>74 Clause 11.11 - Advertising F:..... V:..... T:.....</p>		Item		
<p><u>Preliminaries schedule (B12)</u></p>				
<p>75 Information for completion of the preliminaries schedule</p>				
<p>Information necessary for elections and completion of those clauses contained in the preliminaries schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract</p>				
<p>12.1 - Provisional bills of quantities [2.2]</p>				
<p>The quantities are provisional Yes</p>				
<p>12.2 - Availability of construction information [2.3]</p>				
<p>Construction documentation is complete - No</p>				
<p>12.3 - Previous work - dimensional accuracy [3.1]</p>				
<p>12.4 - Previous work - defects [3.2]</p>				
<p>12.5 - Inspection of adjoining properties [3.3]</p>				
<p>12.6 - Defined works area [4.1]</p>				
<p>12.7 - Handover of site in stages [4.2]</p>				
<p>12.8 - Enclosure of the works [4.3]</p>				
<p>12.9 - Geotechnical investigation [4.4]</p>				
<p>12.10 - Existing premises occupied [4.6]</p>				
<p>12.11 - Services - known [4.7]</p>				
<p>12.12 - Protection of trees and/or relevant natural features [4.8]</p>				
<p>Carried to Collection</p>				

<p>12.13 - Water [8.1] Option A (by contractor) - Yes Option B (by employer - free of charge) - No Option C (by employer - metered) - No</p>			
<p>12.14 - Electricity [8.2] Option A (by contractor) - Yes Option B (by employer - free of charge) - No Option C (by employer - metered) - No</p>			
<p>12.15 - Ablution and welfare facilities [8.3] Option A (by contractor) - Yes Option B (by employer - free of charge) - No</p>			
<p>12.16 - Communication facilities [8.4]</p>			
<p>12.17 - Protection of the works [11.1]</p>			
<p>12.18 - Protection/isolation of existing/sectionally occupied works [11.2] Protection/isolation is required -Yes</p>			
<p>12.19 - Disturbance [11.5]</p>			
<p>12.20 - Environmental disturbance [11.6]</p>			
<p>Environmental management plan</p>			
<p>The employer has prepared an environmental management plan (EMP) (refer to Annexure for a copy of the relevant plan). The contractor shall price opposite this item for compliance with all the requirements of such EMP F:..... V:..... T:.....</p>	<p>Item</p>		
<p>Occupational Health and Safety Act</p>			
<p>The employer has prepared Occupational Health and Safety Specifications (refer to Annexure A for a copy). The contractor shall price opposite this item for compliance with all the requirements of OHS Act specifically the Construction Regulation 2014 (as amended) and Asbestos Abatement Regulations 2020 (as amended) F:..... V:..... T:.....</p>	<p>Item</p>		
<p>Carried to Collection</p>			

SECTION C: SPECIFIC PRELIMINARIES

76 Warranties for materials and workmanship

Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or doing the work and shall deliver same to the principal agent on the final completion of the contract

The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so

The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor

F:..... V:.....
T:.....

Item

77 Overtime

Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer

F:..... V:.....
T:.....

Item

Carried to Collection

78 Co-operation of the contractor for cost management

It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget

F:..... V:.....
T:.....

Item

79 Overloading

The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense

F:..... V:.....
T:.....

Item

80 Propping of floors below

The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor

F:..... V:.....
T:.....

Item

Carried to Collection

81 Testing of flat roof waterproofing for watertightness

Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least forty (40) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing

F:..... V:.....
T:.....

Item

82 Labour Records

At the end of each week the contractor shall provide the principal agent (upon request) with a written record, in schedule form, reflecting the number and descriptions of tradesmen and labourers employed by him and all subcontractors on the works each day of that week

F:..... V:.....
T:.....

Item

83 Advertising rights

The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. Position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting the obligations under this agreement

F:..... V:.....
T:.....

Item

84 Confidentiality

The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works

No information regarding this project shall be published or disclosed without the prior written consent of the employer

F:..... V:.....
T:.....

Item

Carried to Collection

SUMMARY OF CATEGORIES

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

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COLLECTION

Total Brought Forward from Page No.

Page No

Amount

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

Carried to Final Summary

Item no	BILL NO 2	Unit	Quantity	Rate
	<u>MASONRY</u>			
	FOUNDATIONS (PROVISIONAL)			
	<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar</u>			
1	One brick walls	m2	Rate only	
2	Piers	m3	Rate only	
	<u>BRICKWORK SUNDRIES</u>			
	<u>Brickwork reinforcement</u>			
3	150mm Wide reinforcement built in horizontally	m	Rate only	
	<u>SUPERSTRUCTURE</u>			
	<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar</u>			
4	Half brick walls in beamfilling	m2	Rate only	
5	One brick walls	m2	Rate only	
6	One and half brick walls	m2	Rate only	
7	Piers	m2	Rate only	
	<u>BRICKWORK SUNDRIES</u>			
	<u>Brickwork reinforcement</u>			
8	75mm Wide reinforcement built in horizontally	m	Rate only	
9	150mm Wide reinforcement built in horizontally	m	Rate only	
10	230mm Wide reinforcement built in horizontally	m	Rate only	
	<u>Approved prestressed fabricated lintels</u>			
11	110 x 75mm Lintels in lengths not exceeding 3m	m	Rate only	
	<u>Galvanised wire ties etc</u>			
12	4mm Diameter roof tie 2m girth bent double with one end fixed to timber and other end built into brickwork	No	Rate only	
	Carried to Summary			

Item no	BILL NO 5	Unit	Quantity	Rate	Amount
<u>ASBESTOS ROOF REMOVAL</u>					
<u>Safe removal, transportation, and disposal of asbestos-containing roofing materials (ACRM) in accordance with the Asbestos Abatement Regulations, 2020 (as amended), including measures to prevent the release and spread of asbestos fibres.</u>					
1	Notification of asbestos work and obtaining asbestos removal permit from the appropriate authority	Item	1		
2	Provision of a written approved plan of work, as contemplated in regulation 12(3) of the Asbestos Abatement Regulations 2020	Item	1		
3	Removal of asbestos roofing materials, secure containment in sealed asbestos disposal bags/containers to prevent exposure, and transportation to a licensed asbestos disposal facility	m2	1140		
4	Post-removal asbestos clearance testing by a SABS accredited laboratory to verify successful asbestos abatement and issuance of an asbestos clearance certificate.	Item	1		
<u>Removal, handling, transportation and disposal of ceiling in accordance with the approved waste management plan</u>					
5	Remove and dispose ceiling	m2	519		
Carried to Summary					

Item no	BILL NO 4	Unit	Quantity	Rate	Amount
	<u>ROOF COVERINGS ETC.</u>				
	<u>Approved Chromadek 0.5mm IBR roof sheets (Aloe Green) laid on timber battens in accordance with manufacturer's instruction.</u>				
1	Roof covering with pitch not exceeding 30 degrees	m2	1140		
2	Chromadek Ridge (Aloe Green)	m	183		
3	Fascia Board 12x225mm Medium Density Ungrooved Nutec	m	321		
4	Barge Board Socketless 200 x 80mm Nutec	m	201		
5	Water proofing with 200mm membrane and rubberflex as per manufacture's instructions	m	100		
6	SA Pine 50 x 76 mm purlins	m	975		
7	SA Pine 114 x 38 mm rafters	m	60		
8	Roof installation sundries	Item	1		
	<u>Approve 4mm ceiling fixed to branderings in accordance with the manufactures instructions</u>				
9	4mm Nutec ceiling or similar approved	m2	520		
10	SA Pine 50 x 76 mm branderings	m	975		
11	Cornice cove 75mm Nucornice Everite	m	674		
12	Extra over ceiling for 635 x 635mm trap door of Siniat ceiling access panel with white epoxy coated aluminium T-frame with a top hinged 580 x 580mm white epoxy coated steel pan into steel brandering subframe fitted flush in opening	No	1		
13	Ceiling installation sundries	Item	1		
	<u>SABS approved roof 100mm Aerolite Insulation or similar approve insulation product, installed in accordance with the manufacture's instructions.</u>				
14	Aerolite insulation or similar approved	m2	520		
15	Sundries	Item	1		
	Carried to Summary				

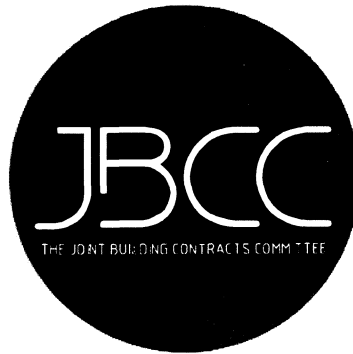
Item no	BILL NO 5	Unit	Quantity	Rate	Amount
	<u>PAINTWORK</u>				
	<u>Dulux or similar approved One undercoat primer and two finishing coats Acrylic PVA (washable) matt finish paint in colours as approved by client</u>				
1	On internal walls	m2	1000		
	<u>Dulux or similar approved three coats of super PVA external quality paint in colours as approved by the client</u>				
2	On fascias and barge boards	m2	157		
3	On ceilings and cornices	m2	571		
	Carried to Summary				

SUMMARY

Amount

- 1 PRELIMINARIES
- 2 MASONRY
- 3 ASBESTOS ROOF REMOVAL
- 4 ROOF COVERINGS ETC.
- 5 PAINTWORK
- 6 **Subtotal 1**
- 7 **Contingency @ 10%**
- 8 **Subtotal 2**
- 9 **VAT @15%**

- 10 **Total Carried to Form of Tender**



PRINCIPAL BUILDING AGREEMENT

Organs of State Contract Data

Project :

Employer :

Contractor :

Contract Date :

File Code :

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

JBCC®

The Joint Building Contracts Committee® NPC (JBCC®) is representative of building owners and developers, professional consultants and general and specialist contractors who contribute their knowledge and experience to the compilation of the JBCC® documents. The JBCC® documents portray the consensus view of the constituent members and are published in the interests of standardisation and good practice with an equitable distribution of contractual risk

Application of JBCC® agreements

The definitions contained in the JBCC® Principal Building Agreement apply to this document. A word or phrase in bold type in the text has the same meaning assigned to it in the definitions of such agreement. Where a word or phrase is not in bold type it has the meaning consistent with the context of its use

This contract data contains changes made to the JBCC® Principal Building Agreement to suit Organs of State and other Public Sector Bodies' requirements, as well as unique requirements applicable to the project and variables referred to in the JBCC® Principal Building Agreement and the JBCC® General Preliminaries. The information provided in this document is complete and accurate at the time of calling for tenders. Where additional information becomes available, all tenderers will be informed in writing. Reference to clause numbers in the JBCC® Principal Building Agreement are shown in [square brackets] in this contract data eg [3.2.1]. Spaces requiring information must be filled in, or marked as 'not applicable' but not left blank

Where the contractor is appointed, the contract documents comprise the completed and signed Form of Offer and Acceptance, the signed JBCC® Principal Building Agreement, this completed contract data, the priced document, drawings and other listed documents

Endorsement of JBCC® agreements

The JBCC® Edition 6.2 agreements have been endorsed by Construction Industry Development Board (CIDB) for use by Organs of State and other Public Sector Bodies

Warning!

The JBCC® Principal Building Agreement Edition 6.2 has been coordinated with the JBCC® Nominated/Selected Subcontract Agreement Edition 6.2, the JBCC® General Preliminaries and the JBCC® certificate forms and support documents. Forms from previous editions are not compatible with the JBCC® Principal Building Agreement Edition 6.2

Persons entering into or preparing contracts using the JBCC® suite of contract agreements and support documents are warned of the dangers inherent in modifying any part of it

Experience has shown that changes drafted by others, including members of the building professions, often have unintended results that may be prejudicial to either, or both, parties

Disclaimer

While the JBCC® aims to ensure that its publications represent best practice it does not accept or assume any liability or responsibility for any events or consequences which derive from the use of JBCC® documents

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A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	
Reference number	
Works description	

A 2.0 Site [1.1]

Erf / stand number	
Township / Suburb	
Site address	
Local authority	

A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body			
Business registration number			
VAT/GST number			
Country			
Employer's representative: Name			
E-mail		Telephone number	
Mobile number			
Postal address		Postal code	
Physical address		Postal code	

A 4.0 Principal agent [1.1]

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A 5.0 Agent [1.1; 6.2] Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A 6.0 Agent [1.1; 6.2] Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A 7.0 Agent [1.1; 6.2] Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A 8.0 Agent [1.1; 6.2] Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A 9.0 Agent [1.1; 6.2]

Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A 10.0 Agent [1.1; 6.2]

Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A 11.0 Agent [1.1; 6.2]

Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A 12.0 Agent [1.1; 6.2]

Discipline

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement

B 2.0 Law, regulations and notices [2.0]

Law applicable to the **works**, state country [2.1]

B 3.0 Offer and acceptance [3.0]

Currency applicable to this **agreement** [3.2]

B 4.0 Documents [5.0]

The original signed **agreement** is to be held by the **principal agent** [5.2], if not, indicate by whom
 Number of copies of **construction information** issued to the **contractor** at no cost [5.6]

Employer

Documents comprising the **agreement**

Page numbers

The **JBCC**® Principal Building Agreement, Edition 6.2 May 2018
 The **JBCC**® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018
 The **JBCC**® General Preliminaries for use with the **JBCC**® Principal Building Agreement, Edition 6.2 May 2018

1 to 30
 1 to 14
 1 to 7

Contract drawings – description

Number

Revision

Date

B 5.0 Employer's agents [6.0]

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [6.2]

Principal agent's and **agents'** interest or involvement in the **works** other than a professional interest [6.3]

B 6.0 Insurances [10.0]

Insurances by employer		Amount including tax	Deductible amount including tax
Yes/no?			
Contract works insurance:			
	New works [10.1.1] (contract sum or amount)		
or	Works with practical completion in sections [10.2] (contract sum or amount)		
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Escalation, professional fees and reinstatement costs if not included above		
Total of the above contract works insurance amount			
Supplementary insurance [10.1.2; 10.2]			
Public liability insurance [10.1.3; 10.2]			
Removal of lateral support insurance [10.1.4; 10.2]			
Other insurances [10.1.5]			
Yes/no?			
	If yes, description 1		
Yes/no?			
	If yes, description 2		

and/or

Insurances by contractor		Amount including tax	Deductible amount including tax
Yes/no?			
	New works [10.1.1] (contract sum or amount)		
or	Works with practical completion in sections [10.2] (contract sum or amount)		
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Escalation, professional fees and reinstatement costs if not included above		
	Total of the above contract works insurance amount		
	Supplementary insurance [10.1.2]		
	Public liability insurance [10.1.3]		
	Removal of lateral support insurance [10.1.4]		
	Other insurances [10.1.5]: Refer B17.0		
Yes/no?	Yes	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?	
If yes, description		
Restriction of working hours [12.1.2]	Yes/no?	
If yes, description		
Natural features and known services to be preserved by the contractor [12.1.3]	Yes/no?	
If yes, description		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Yes/no?	
If yes, description		
Supply of free issue [12.1.10]	Yes/no?	
If yes, description		

B 8.0 Nominated subcontractors [14.0]

Yes/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?	If yes, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 10.0 Direct contractors [16.0]

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

B 11.0 Description of sections [20.1]

Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Section	Remainder of the works

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

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
				Penalty amount per calendar day (excl. tax)
		working days	Period in months	

or where sections are applicable

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

Criteria to achieve practical completion not covered in the definition of practical completion

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	Yes/no?
If yes, description of applicable elements	eg: Electrical reticulation / Air conditioning system / Landscaping
	13.1
	13.2
	13.3
	13.4
	13.5
	13.6

B 14.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]			
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no?		
If yes, method to calculate			
Employer shall pay the contractor within: [25.10]	Twenty-one (21) calendar days		

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10]			
Name of nominating body			
Applicable rules for adjudication [30.6.2]			
Arbitration [30.7.4; 30.10]	Yes/no? *		
If Yes, name of nominating body			
* 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?		
Availability of construction information - is the construction information complete? [P2.3]	Yes/no?		
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]			
Previous work - defects - details of previous contract(s) [P3.2]			
Inspection of adjoining properties - details [P3.3]			
Handover of site in stages - specific requirements [P4.1]			
Enclosure of the works - specific requirements [P4.2]			
Geotechnical and other investigations - specific requirements [P4.3]			
Existing premises occupied - details [P4.5]			
Services - known - specific requirements [P4.6]			
Water [P8.1]	By contractor	Yes/no?	
	By employer	Yes/no?	
	By employer – metered	Yes/no?	
Electricity [P8.2]	By contractor	Yes/no?	
	By employer	Yes/no?	
	By employer – metered	Yes/no?	
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?	
	By employer	Yes/no?	

Communication facilities - specific requirements
[P8.4]

Protection of the **works** - specific requirements
[P11.1]

Protection / isolation of existing **works** and **works**
occupied in **sections** - specific requirements [P11.2]

Disturbance - specific requirements [P11.5]

Environmental disturbance - specific requirements
[P11.6]

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

PRINCIPAL AGENT: 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 **principal agent** not being appointed, then all the duties and obligations of a **principal agent** 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 **principal agent**. 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 **principal agent**, 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 **principal agent** 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"

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words "and/or **compensatory 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 sequestrated, 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

C 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]
Option B	Guarantee for construction (fixed) by contractor [11.1.2]
Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

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 preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum, which contract sum shall exclude the amount of preliminaries. Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document 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 principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

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

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