

**BID DETAILS**

**BID NUMBER:** MTPA/20222023/PMU/04

**BID NAME:** APPOINTMENT OF PANEL OF CONTRACTORS: FENCING

**CLOSING DATE:**

**TIME:** 11:00AM

**TENDER LEVY:** R 200.00

**DETAILS OF BIDDER**

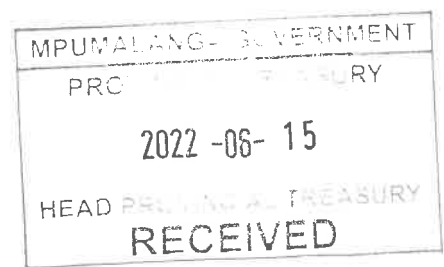
**NAME:** \_\_\_\_\_

**TEL NUMBER:** \_\_\_\_\_

**POSTAL ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**DOCUMENT SUBMISSION**

☐

ORIGINAL

☐

COPY

**PROOF OF PAYMENT ATTACHED**

☐

YES

☐

NO

## DOCUMENTS IN THIS BID DOCUMENT PACK

Bidders are to ensure that they have received all pages (p130) of this document, which consist of the following sections:

Number	Heading	Colour
	<b>The Tender</b>	
	<b><i>Part T1: Tendering procedure</i></b>	
T1.1	Tender Notice and Invitation to Tender	White
T1.2	Tender Data	White
	<b><i>Part T2: Returnable documents</i></b>	
T2.1	List Of Returnable Documents	White
T2.2	Returnable Schedules	White
	<b>The Contract</b>	
	<b><i>Part C1: Agreement and contract data</i></b>	
C1.1	Form of Offer and Acceptance	White
C1.2	Contract Data	White
C1.3	Construction Guarantee	White
C1.4	Adjudicator's Contract	White
	<b><i>Part C2: Pricing data</i></b>	
C2.1	Pricing Instructions	White
C2.2	Bills of Quantities	White
	<b><i>Part C3: Scope of work</i></b>	
C3	Scope of Work	White
	<b><i>Part C4: Site information</i></b>	
C4	Site Information	White

The Bidder is required to check the numbers of pages and should any be found to be missing or duplicated, or should any of the typing be distinct, or any doubt or obscurity arise as to the meaning of any description or particular of any item, or if the Tender Document contains any obvious errors, then the Bidder must immediately inform the Quantity Surveying Service Provider and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Bidder having failure to comply with the foregoing instructions.

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

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## 1: The Tender

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### Part T1: Tendering procedures

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

The Mpumalanga Tourism and Parks Agency invites bids for the appointment of a panel of contractors for the supply, delivery, installation, commissioning and maintenance of fencing at various Reserves of the Mpumalanga Tourism and Parks Agency

Preferences are offered to bidders for Broad-Black Based Empowerment (BBBEE) Status Level of Contribution. The following bidders who are registered with the CIDB,

#### **CIDB GRADING REQUIREMENT**

Only those service providers who are registered with the CIDB as defined in the regulation 09 June 2004, and 22 July 2005, in terms of the CIDB Act of no 38 of 2000, or are capable of being so registered prior to the evaluation of submissions are eligible to submit tenders:

- Contractors who have a 4SQ designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for
- Contractors registered as potentially emerging enterprises who have a 3 SQ PE

#### **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 4SQ (or 3SQPE) or higher class of construction work;
- 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 class of construction work.

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

**The physical address for collection of tender documents is:**

**Mpumalanga Tourism and Parks Agency**

**The Manager Demand and Acquisition, Block E (E3) 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.

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

**ALL SCM QUERIES**

Mr. Evans Ngwenya

(013) 759 5300

E-mail: [Evans.Ngwenya@mtpa.co.za](mailto:Evans.Ngwenya@mtpa.co.za)

**TECHNICAL QUERIES**

Mr. Tekani Shilenge

(013) 759 5300

E-mail: [Tekani.shilenge@mtpa.co.za](mailto:Tekani.shilenge@mtpa.co.za)

Four compulsory clarification meetings with representatives of the Employer will take place at **THE VIRTUAL SYSTEM/TEAMS/ZOOM (Date of the briefing will be as per the advert)**. The bidder shall inspect and examine sites and its surroundings and shall satisfy themselves before submitting their tender as to the form and nature of the Site, the quantities and nature of the works 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. 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.

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

The closing time for receipt of tenders will be as per the advert. Tender Documents to be hand delivered to Mpumalanga Tourism and Parks Agency, The Demand and Acquisition Manager, 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.

T1.2: Tender Data

Clause number	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in <b>Annex F of the CIDB Standard for Uniformity in Construction Procurement</b>. (See <a href="http://www.cidb.org.za">www.cidb.org.za</a>) which are reproduced without amendment or alteration for the convenience of bidders as an Annex to the Tender Data.)</p> <p><b>The Standard Conditions of Tender make several references to the Tender Data for details that</b></p>
	<p><b>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.</b></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.

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

F.1.2	<p>The tender documents issued by the employer comprises:</p> <p><b>The Tender</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p><b>The Contract</b></p> <p><b>Part C1: Agreements and contract data</b></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><b>Part 2: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Bills of Quantities</p> <p><b>Part 3: Scope of work</b></p> <p>C3 Scope of work</p> <p><b>Part 4: Site information</b></p> <p>C4 Site information</p>
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> <p>Questions/enquiries received after closing date or 10h00 on the closing date will not be considered.</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>

<b>Clause number</b>	
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Contractor:\_\_\_\_\_ Witness for Contractor:\_\_\_\_\_

	<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 <b>4SQ(or 3SQPE)</b> 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: 1. every member of the joint venture is registered with the CIDB;</p> <p>2. the lead partner has a contractor grading designation in the <b>4SQ(or 3SQPE)</b> class of construction work; and</p> <p>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 <b>4SQ(or 3SQPE)</b> class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</p> <p>For eligibility refer to Notice and Invitation to Tender T1.1</p>
F.2.7	For particulars regarding the compulsory pre-tender clarification meeting (site inspection meeting), see Notice and Invitation to Tender T1.1
F.2.12	No alternative proposals will be accepted.
F.2.13.2	Electronic tender offers will not be accepted.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus Nil copies.
F.2.13.5	<p>The employer's address/ery of tender offers and identification details to be shown on for deli offer package are: each tender</p> <p>Location of tender box:</p> <p style="padding-left: 100px;">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/20222023/PMU/04</p>
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"> <li>1. Proof of Contractor Registration issued by the Construction Industry Development Board</li> <li>2. An original valid Tax Clearance Certificate issued by the South African Revenue Services.</li> <li>3. A copy of Company Registration form</li> <li>4. A copy of Joint Venture Agreement if applicable</li> </ol>

Contractor:\_\_\_\_\_ Witness for Contractor:\_\_\_\_\_

F.3.4.1	The time and location for opening of the tender offers are: 11:00 on the closing date at Block E Reception, N4 Halls Gateway, Mataffin, Nelspruit
F.3.11	<b>An 80/20 system will be considered for Evaluation as per the revised PPPFA of 2017.</b>
<b>Clause number</b>	
	<b>The first stage of evaluation will be the pre-qualification compliance checklist</b> <b>The second stage of Evaluation will be on Functionality</b> <b>The third stage will Price and BBBEE</b> <b>The highest scorer in points will be recommended for appointment on one or more sites / Method 2</b>
F.3.13.1	Tender offers will only be accepted if: <ul style="list-style-type: none"> <li>a) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>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;</li> <li>c) the bidder has not: <ul style="list-style-type: none"> <li>i) abused the employer's supply chain management system;</li> <li>or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ul> </li> <li>d) has completed the Compulsory Enterprise Questionnaire, SBD 4, SBD 6.1, SBD 2 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</li> <li>e) has submitted the required documents as stated in F 2.23</li> </ul>
F.3.18	Provide to the successful bidder one copy of the signed contract document.

## **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.

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_



**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 fulfil 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.
- 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.

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

- 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.

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

**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.

**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**

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

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

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

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

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

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

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

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

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

Attend, where required, a clarification meeting at which 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.

**F2.10.2** 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.

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

**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.

#### **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.

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

**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.

**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.

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

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), referencing 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.

#### **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

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

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 Two-envelope system not applicable**

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

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

Contractor:\_\_\_\_\_ Witness for Contractor:\_\_\_\_\_



### **F.3.6 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.

### **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.

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

**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.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

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

#### **F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all bidders should there be compelling and justifiable reasons not to recommend the highest ranked bidder and recommend the highest ranked bidder, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

#### **F.3.11.3 Methods 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with

F.3.11.7;

$N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with

F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

- d) Recommend the bidder with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all bidders should there be compelling and justifiable reasons not to recommend the bidder with the highest number of tender evaluation points, and recommend the bidder with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated

#### **F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9. c) Rank tender offers from the highest number of tender evaluation points to the lowest.

- d) Recommend bidder with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all bidders should there be compelling and justifiable reasons not to recommend the bidder with the highest number of tender evaluation points and recommend the bidder with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

#### **F.3.11.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with

F.3.11.7;

$N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9. c) Rank tender offers from the highest number of tender evaluation points to the lowest.

- d) Recommend the bidder with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all bidders should there be compelling and justifiable reasons not to recommend the bidder with the highest number of tender evaluation points and recommend

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

the bidder with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

#### F.3.11.6 Decimal places

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

#### F.3.11.7 Scoring Financial Offers

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

$$N_{FO} = W_1 \times A$$

Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer.

$W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the

Tender Data.

$A$  is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

Formula	Comparison aimed at achieving	Option 1a	Option 2a
1	Highest price or discount	$A = (1 + (P - P_m)/P_m)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - (P - P_m)/P_m)$	$A = P_m / P$
a where: $P_m$ = the comparative offer of the most favourable tender offer. $P$ = the comparative offer of tender offer under consideration.			

#### F.3.11.8 scoring preferences

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

#### F.3.11.9 scoring quality

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

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

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

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

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

If requested by the proposed successful 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**

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

**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: \_\_\_\_\_

## Part T2: Returnable Schedules

### 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 documents required only for tender evaluation purposes**

Proof of Contractor Registration issued by the Construction Industry Development Board - Compulsory

An original valid Tax Clearance Certificate issued by the South African Revenue Services - Compulsory

An original and valid B-BBEE Status Level verification Certificate or certified copy thereof

Proof of registration of Closed Corporation or Company or other legal entities applicable to tender -

Certified copy

Letter of good standing From the Department of Labour- Compulsory

#### **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

### **C2.2 Bills of quantities**

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

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.

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_



Name	Capacity	Signature

**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:\_\_\_\_\_

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)

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

And who will sign as follows:

\_\_\_\_\_  
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			

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

2			
3			
4			
5			
6			
7			
8			
9			
10			

<p><i>Note:</i></p> <p>1. * Delete which is not applicable</p> <p>2. <b>NB.</b> This resolution must be signed by <u>all</u> the Directors / Members / Partners of the Bidding Enterprise</p> <p>3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page</p>	<p><b>ENTERPRISE STAMP</b></p>
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This returnable schedule needs to be completed if the bidder is a joint venture.

Special Resolution of Joint Venture Partners

Contractor:\_\_\_\_\_ Witness for Contractor:\_\_\_\_\_

**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.
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)*

Contractor: \_\_\_\_\_      Witness for Contractor: \_\_\_\_\_

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
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11			
12			
13			
14			
15			

Note:

1. \* Delete which is not applicable

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

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 .....

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_



## 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      ☐ 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 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

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

**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 legislature ☐ an employee of Parliament or a provincial
- ☐ a member of the board of directors of any municipal entity 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

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

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

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 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: \_\_\_\_\_

**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:\_\_\_\_\_

**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: \_\_\_\_\_

## EVALUATION PROCESS

1.1. The valuation process comprises of the following phases:

### 1.1.1 Phase I: Pre-compliance process-Compulsory

During this phase bid documents will be reviewed to determine compliance with the following:

- All SBD forms should be fully completed and signed
- Attendance of compulsory briefing session and signing of attendance register.
- The Bill of Quantities (BoQ) must be fully completed and signed by the bidder. All the pages of the document must be initialled.
- Signed Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- Company Profile, including previous contract work done, value of the work and contactable references per contract.
- Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a service provider satisfies CIDB Contractor grading designation requirements through Joint Venture formation, such service providers must submit the Certificates of Contractor Registration in respect of each partner.
- **All bidders must be registered with the Central Supplier Database (CSD) failure to do so will be automatically disqualified.**
- The Declaration Certificate for Local Production and Content (SBD 6.2) together with Annexure C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid;

**NB:** It is the responsibility of the bidder to ensure that the following key information is in order to avoid any disqualification during the bid evaluations:

- Tax compliance status
- The Business registration status

**Failure to submit or adhere to the above will lead to automatic disqualification.**

### 1.1.2 Phase II: Local Content Calculation

**All bidders who passed the first phase will be evaluated on the correctness and completeness of the annexure C of the Local Production and content**

**The following items are part of the BoQ and are designated according to the Department of Trade and industry (DTI)**

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

No	Designated items	Designated percentage
1	Prefabricated Steel	100%
2	Joining/Connecting Components	100%
3	Fasteners	100%
4	Wire Products	100%
5	Galvanised and Colour Coated Coils	100%
6	Pipes (PVC,HDPE,PP,GRP)	100%

- A bidder who will score below the stipulated percentage must have an exemption letter from DTI that they are allowed to be further evaluated on functionality even if they have scored below the stipulated percentage.
- A bidder must calculate each item separately as per the Guidance Document for the Calculation for Local Content ( attached)
- The instruction notes from National Treasury are attached as a guidance on all designated sectors
- The exchange rate to be used for the calculation of local production and content will be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid; and only the South African Bureau of Standard (SABS) approved technical specification number SATS 1286; 2011 must be used to calculate local content.
- The local content (LC) expressed, as a percentage of the bid price must be calculated in accordance with the following formula, which must be disclosed in the bid documentation:

$$LC = \frac{(1 - X)}{Y} * 100$$

**Where**

- X is the imported content in Rand  
Y is the bid price in Rand excluding value added tax (VAT)

- Prices referred to in the determination of x will be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.
- The SABS approved technical specification number SATS 1286:2011 and the Guidance of the calculation of local together with the Local Content Declaration Templates (Annexure C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annexure C) and E (Local Content Declaration: Supporting Schedule to Annexure C) are accessible to all potential bidders on the dti's official website <http://www.thedit.gov.za/industrialdevelopment/ip.jsp> at no cost.

### 1.1.3. Phase II: Functionality evaluation as per attached Terms of Reference

- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference
- Bidders must as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring for the respective bids will evaluate and score all bids based on their submissions and the information provided.
- Bidders will not rate themselves, but need to ensure that all information is supplied as required. The Bid Evaluation committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

Contractor:\_\_\_\_\_ Witness for Contractor:\_\_\_\_\_

- d) The panel members will individually evaluate the responses received against the following criteria as set out below:

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_



QUALITY & BID EVALUATION CRITERIA FOR PREFERENCE AND PRICE			
CRITERIA	Distribution of Points		TOTAL WEIGHT
Infrastructure and Resources available	Available plant	Score	
Proof of Plant and Equipment available owned/hired (certified copies of registration certificates, written agreement in case of hire/rent) by the Bidder: <ul style="list-style-type: none"> <li>• Tractor-Loader-Backhoe (TLB)</li> <li>• Tractor with trailer</li> <li>• 8 Ton Dropside Truck</li> <li>• Compactors</li> <li>• Water Bowser</li> </ul>	ALL 5 specified	20	20
	4 of the specified	12	
	3 of the specified	9	
	2 of the specified	6	
	1 of the specified	3	
	None	0	
Staffing Profile	Skills Available	Score	25
Details of staff available for this Contract with written and signed consent from relevant personnel with reference to this bid. The following technical skills or qualifications are required: <ul style="list-style-type: none"> <li>• A diploma (minimum) in Civil/Agricultural Engineering</li> <li>• A certificate in Health and Safety</li> <li>• A Project Management qualification</li> <li>• Plant Operators with a certificate</li> <li>• Fencing Foreman with a certificate</li> </ul>	ALL 5 required skills	25	
	4 of the required skills	20	
	3 of the required skills	15	
	2 of the required skills	10	
	1 of the required skills	5	
	None	0	
Previous Experience	Measure of Experience	Score	25
Experience relevant to this technical field:  <i>Signed Completion Certificates and/or Appointment Letters with contactable references must be attached</i>	Five (5) or more completion certificates	25	
	Four (4) completion certificates	20	
	Three (3) completion certificates	15	
	Two (2) completion certificates	10	
	One (1) completion certificate	5	
	No completion certificate	0	
Experience in terms of contract value	Contract amounting to R3 000 000.00 or more	15	15

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

	Contract amounting to R2 500 000.00	12	
	Contract amounting to R2 000 000.00	9	
	Contract amounting to R1 500 000.00	6	
	Contract amounting to R1 000 000.00	3	
	Contract amounting to R500 000.00 or less		
<b>Financial Ability to execute the Contract Bidder's Bank rating (Submit proof of bank rating)</b>	Rating A	15	<b>15</b>
	Rating B	12	
	Rating C	5	
	Rating D	0	
	<b>100</b>		
			<b>100</b>

**Only bidders who attain a minimum of 70 percent on Functionality will qualify to proceed for further evaluation on Price and Preference points.**

- e) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70 percent for functionality will be evaluated and scored in terms of pricing and socio economic goals as indicated hereunder.
- f) Any proposal not meeting a minimum score of 70 percent functionality proposal will be disqualified.
- g) The price will not be evaluated as this stage

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

### Phase III: Price / Financial stage

- a) Price / Financial proposal must be submitted in South African Rand.
- b) The following formula will be used to calculate the points for price in respect of this bid:

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

- c) **The** responsive bids will be adjudicated by the State on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:
  - The bid price (maximum 80 points)
  - Broad-based black Economic Empowerment as well as specific goals (maximum 20 points)
- d) The department reserves the right to arrange contracts with more than one contractor.
- e) The Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Procurement Regulations 2017, Regulations were gazetted on 20 January 2017 (No. 40553) and effective from 01 April 2017. These bid will be evaluated as per above mentioned regulations. Bidders are required to submit B-BBEE status level certificate issued by an authorised body or person; a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act and in case a Joint Venture, a combined BBEE certificate for the service providers must be provided, and subcontracting, the regulations will be followed.
- f) A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends subcontracting more than **25%** of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- g) A contractor is not allowed to sub-contract more than **25%** of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- h) In relation to a designated sector, a contractor must not be allowed to subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- i) A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and / or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations of 2017. For this bid the maximum number of Broad-based Black Economic Empowerment status that could be allocated to a bidder is indicated below:

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
<b>NON-COMPLIANT CONTRIBUTOR</b>	0

**Failure to capture the required status level and to submit the required B-BBEE status level certificates will lead to a zero (0) status level for non-compliant service providers.**

- The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.
- Bidders are requested to complete the various preference claim forms in order to claim preference points.
- Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to B-BBEE status.
- Points scored will be rounded off to the nearest 2 decimals.
- In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points. The bidder must submit copies of identity documents of all directors or shareholders of the company with the bid documents at the closing date and time of the bid.

<b>Skilled artisans employed</b>		<b>Unskilled employees employed</b>	
<b>Categories of artisans</b>	<b>Number</b>	<b>Categories of employees</b>	<b>Number</b>

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

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.**

**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							

Contractor: \_\_\_\_\_      Witness for Contractor: \_\_\_\_\_

4								
5								
6								
7								
8								
9								
10								
11								

**Previous projects:**

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

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

**Site Inspection Certificate briefing will be on virtual/zoom/teams**

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 Representative	Bidder's Position	Signed

Name of Bidder	Date

Name Representative	Employer's Signature	Date

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

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:  
.....  
.....

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

Contractor:\_\_\_\_\_ Witness for Contractor:\_\_\_\_\_



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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>1</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

<sup>1</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Contractor:\_\_\_\_\_ Witness for Contractor:\_\_\_\_\_

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:\_\_\_\_\_

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **80** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### 2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1)

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

#### 5. BID DECLARATION

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

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor:        .        =        .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:.....</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
--	--

Contractor:\_\_\_\_\_ Witness for Contractor:\_\_\_\_\_

# DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

## 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.**

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_



1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

## 3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY: .....**  
**NB**

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity),  
the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

## 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/20222023/PMU04: APPOINTMENT OF PANEL OF CONTRACTORS: FENCING**

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 PER ANNEXURE (A-D):**

Rand (in words);

A. \_\_\_\_\_ Ra  
nd (in words);

B. \_\_\_\_\_ Ra  
nd (in words);

C. \_\_\_\_\_  
Rand (in words);

D. \_\_\_\_\_ Ra  
nd (in words);

### **Rand (in Figure)**

A. \_\_\_\_\_  
Rand (in Figure);

B. \_\_\_\_\_  
Rand (in Figure);

C. \_\_\_\_\_  
Rand (in Figure);

D. \_\_\_\_\_ Ra  
nd (in Figure);

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

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

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) .....

.....

.....

.....

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

Contractor:\_\_\_\_\_ Witness for Contractor:\_\_\_\_\_

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 ..... Date .....

Signature of witness .....

#### Schedule of Deviations

1 Subject .....

Details .....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

3 Subject .....

Details .....

.....

.....

.....

4 Subject .....

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

Details .....

.....

.....

.....

5 Subject .....

Details .....

.....

.....

.....

.....

.....

By the duly authorised 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.

C1.2 Contract Data

**The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 5.0 of July 2007) published by the Joint Building Contracts Committee.**

**Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)**

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

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

**The variations to the JBCC Principal Building Agreement are:**

Contractor: \_\_\_\_\_      Witness for Contractor: \_\_\_\_\_



Clause	Variation
1.1	<p>Replace the following definitions in <b>DEFINITIONS AND INTERPRETATIONS</b> with the following wording:</p> <p><b>AGREEMENT</b> means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.</p> <p><b>BILLS OF QUANTITIES</b> means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.</p> <p><b>CONSTRUCTION PERIOD</b> means the period commencing on the date that the <b>agreement</b> made in terms of the Offer and Acceptance comes into effect and ending on the date of practical completion.</p> <p><b>CONTRACT DOCUMENTS</b> means the <b>agreement</b> and all documents referenced therein.</p> <p><b>CONTRACT DRAWINGS</b> means the drawings listed in the Scope of Work.</p> <p><b>CONTRACT SUM</b> means the total of prices in the Form of Offer and Acceptance.</p> <p><b>SCHEDULE</b> means the variables listed in the Contract Data.</p> <p><b>INTEREST</b> means the interest rate applicable on overdraft facilities as charged by First National Bank to the Mpumalanga Tourism And Parks Agency.</p>
3.5	Delete sub-clause 3.5
3.6	Delete sub-clause 3.6
3.9	Delete sub-clause 3.9
3.10	Delete sub-clause 3.11
5.4	<p>Clause 5.4 is amended by the addition of the following to the end thereof:-</p> <p>“The authority of the <b>principal agent</b> to issue <b>contract instructions</b> or to perform duties as may be required for the relevant aspects of the <b>works</b> is delegated to the other agents as follows:-</p> <p><b>1. Architects</b></p> <p>The Architects is responsible for the architectural design, functional design and quality control. Without derogating from the generality thereof the Architects shall perform the following specific functions and duties:-</p> <p>1.1 Give opinion on aspects of the <b>works</b> which are not in accordance with the <b>agreement</b>.</p> <p>1.2 Supply the specified number of drawings.</p> <p>1.3 Be responsible for the design of the <b>works</b>.</p> <p>1.4 Be responsible for primary coordination of design elements</p> <p>1.5 Receive and accept design documentation undertaken by <b>nominated</b> or <b>selected subcontractors</b>.</p>

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

Clause	Variation
1.6	Issue <b>contract instructions</b> to the <b>contractor</b> regarding:-
1.6.1	Alteration to design, quality or quantity of the <b>works</b> provided that such contract instruction shall not substantially change the scope of the <b>works</b> .
1.6.2	Removal of any <b>materials and goods</b> from the <b>site</b> and the substitution of any other <b>materials and goods</b> .
1.6.3	Removal or re-execution of any work.
1.6.4	Opening up of work for inspection.
1.6.5	Testing of work and <b>materials and goods</b> .
1.6.6	Protection of the <b>works</b> .
1.6.7	Making good physical loss and repairing damage to the <b>works</b> .
1.6.8	The lists for <b>practical completion, works completion, final completion</b> and defects.
1.6.9	Compliance with acts of parliament, regulations and bylaws.
1.7	Witness the handing over to the <b>contractor</b> of pegs, beacons and datum level.
1.8	Define levels and provide the <b>contractor</b> with the necessary information to set out the <b>works</b> .
1.9	Inspect the work from time to time and give the <b>contractor</b> interpretation and guidance on the standard and state of completion required for <b>practical completion</b> .
1.10	Inspect the <b>works</b> for <b>practical completion</b> .
1.11	Issue <b>practical completion</b> list and re-inspect upon request of <b>contractor</b> .
1.12	Issue <b>works completion</b> list.
1.13	Inspect the <b>works</b> for <b>works completion</b> upon request of <b>contractor</b> .
1.14	Inspect the <b>works</b> at the end of the <b>defects liability period</b> .
1.15	Issue a defects list and re-inspect upon request of <b>contractor</b> . Acceptance in principle of design by <b>nominated</b> or <b>selected subcontractors</b> .

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

## 2. Quantity Surveying Service Provider (QSSP)

The **QSSP** is responsible for all measurements, valuations, financial assessments and all other Quantity Surveying and cost control functions. Without derogating from the generality thereof, the **QSSP** shall perform the following specific functions and duties:

- 2.1 Consult with the **contractor** in correction of rates for errors and discrepancies.
- 2.2 Prepare the **final account**.
- 2.3 Prepare the monthly recovery statement.
- 2.4 Complete the contract document and arrange for the signing thereof.
- 2.5 Hold a signed set of the agreement and all the documents referred therein.
- 2.6 Identify any changes to the Standard JBCC Documentation in the Contract Data and determine any loss and expense caused to the **contractor** caused by non-disclosure thereof.
- 2.7 Deal with amounts paid by the **contractor** to authorities having jurisdiction over the **works**.
- 2.8 Measure and value the making good of physical loss or damage.
- 2.9 Issue **contract instructions** to the **contractor** regarding:

Clause	Variation
2.9.1	Rectification of discrepancies, errors in description or omissions in the agreement and the documents referred to therein.
2.9.2	Furnishing proof of payment to <b>nominated</b> and <b>selected subcontractors</b> .
2.9.3	Budgetary Allowances and work executed by the <b>contractor</b> there under.
2.9.4	Contingency and other monetary provisions included in the Bills of Quantities.
2.10	Prepare <b>nominated</b> and <b>selected subcontract</b> tender documents.
2.11	Receive proof from the <b>contractor</b> that the <b>contractor's</b> payment obligations have been met in respect of <b>nominated</b> and <b>selected subcontractors</b> .
2.12	Act on <b>employers</b> instructions to pay <b>nominated</b> and <b>selected subcontractors</b> directly.
2.13	Adjustment of the contract value in respect of a revision to the date of <b>practical completion</b> .
2.14	Calculate penalties for non-completion.
2.15	Valuation of payment claims for payment certificates.
2.16	Authorize or otherwise the removal of materials or goods from site by the <b>contractor</b> where these have been paid for.
2.17	Calculate compensatory and penalty Interest due to the parties.

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

- 2.18 With each payment certificate issue :-
- 2.18.1 Details of amounts certified for each **nominated** or Selected Subcontractor
- 2.18.2 Notification to each **nominated** and **selected subcontractors** showing the formulation of subcontract amount included in payment certificates.
- 2.18.3 A statement to the **employer** and **contractor** showing the total amount certified and all adjustment amounts.
- 2.19 Determine the value of adjustments to the contract value.
- 2.20 Receive from the **contractor** details of expense and loss claims and assess such claims.
- 2.21 Issue recovery statement with payment certificate.
- 2.22 Prepare the **final account** and submit to **contractor**.

### 3. **Project Management Unit (MTPA)**

The Project Management Unit (MTPA) is responsible for all aspects of civil and structural engineering design and quality control. Without derogating from the generality thereof, the Infrastructure Unit will perform the following specific functions and duties in respect of Infrastructure Unit aspects of the **works**:-

- 3.1 Give opinion of aspects of the **works** which are not in accordance with the **agreement**.
- 3.2 Supply the specified number of drawings.
- 3.3 Issue instructions
- 3.4 Be responsible for the design of the **works**.
- 3.5 Receive and accept design and design documentation undertaken by **nominated** or **selected subcontractors**.
- 3.6 Issue **contract instruction** to the **contractor** regarding:

Clause	Variation
3.6.1	Alteration to design, quality or quantity of the <b>works</b> provided that such <b>contract instruction</b> shall not substantially change the scope of the <b>works</b> .
3.6.2	Removal of any <b>materials and goods</b> from the site and the substitution of any <b>materials and goods</b> therefore.
3.6.3	Removal or re-execution of any work.
3.6.4	Opening up of work for inspection
3.6.5	Testing of work and <b>materials and goods</b> .
3.6.6	Protection of <b>works</b> .

Contractor:\_\_\_\_\_ Witness for Contractor:\_\_\_\_\_

	<p>3.6.7 Making good physical loss and repairing damage to the <b>works</b>.</p> <p>3.6.8 Compliance with acts of parliament, regulations and bylaws.</p> <p>3.7 Define levels and provide the <b>contractor</b> with the necessary information to set out the <b>works</b>.</p> <p>3.8 Inspect the work from time to time and give the <b>contractor</b> interpretation and guidance on the standard and state of completion required for <b>practical completion</b>.</p> <p>3.9 Inspect the <b>works</b> for <b>practical completion</b>.</p> <p>3.10 Inspect the <b>works</b> for <b>works completion</b> upon request of <b>contractor</b>.</p> <p>3.11 Inspect the <b>works</b> at the end of the defect liability period.</p> <p>3.12 Acceptance in principle of design by <b>nominated</b> or <b>selected subcontractors</b>.</p>
7	<p>Clause 7.0 is amended by adding Clause 7.3.</p> <p>“The <b>employer</b> reserves the right to pay direct (i.e. not through the <b>contractor</b>) all or any permanent connections to local or other authority services. In the event of the <b>employer</b> paying direct for these charges the <b>contractor</b> will not be entitled to a ten percent (10%) mark-up in terms of Clause 32.4. All such provisional amounts included in the Total of prices in the Form of Offer and Acceptance will be omitted.”</p>
9	<p>Clause 9.0 is amended by adding Clause 9.1.4.</p> <p>The <b>contractor</b> indemnifies and holds harmless the <b>employer</b> against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as “Losses”) arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the <b>contractor</b>, but such indemnity shall not cover any use of the equipment or part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the <b>contractor</b> in the price and shall be paid by him to those to whom they may be due or payable. The <b>contractor</b> shall reimburse the <b>employer</b> for all legal and other costs and expenses, including without limitation attorney’s fees on attorney-client scale incurred by the <b>employer</b> in connection with investigation, defending or settling any Losses in connection with pending or threatened litigation in which the <b>employer</b> is a party.</p>
15.1.1	Delete sub-clause 15.1.1
21	<p>Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:</p> <p>The <b>contractor</b> and <b>principal agent</b> shall appoint a <b>selected subcontractor</b> in accordance with the provisions of the Scope of Work.</p>
22	Clause 22.0 is amended by the addition of the following clauses-

<b>Clause</b>	<b>Variation</b>
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Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

	<p>22.6 The <b>employer</b> shall have the right to send his own employees or direct contractors on to the <b>works</b> for the purpose of installing tenant installations and requirements and any other special installations and systems. The <b>contractor</b> is to allow against the relevant items as described in this clause for any costs and no additional claims will be entertained due to the presence on the works of such direct contractors, <b>employer's</b> employees or tenants.</p> <p>22.7 Should the <b>contractor</b> be required to make good after such direct contractors, <b>employer's</b> employees or tenants or to carry out jobbing, etc. The <b>contractor</b> will be recompensed for any costs incurred by him in terms of clause 32.</p> <p>22.8 The <b>contractor</b> shall not be entitled to any percentage, profit or discount on the value of any work executed by "direct contractors" but shall nevertheless allow these direct contractors and the <b>employer's</b> employees to have access to the works, allocate reasonable space in the building for the storage of their materials, tools and equipment and coordinate via the <b>principal agent</b> the work of such direct contractors as necessary, all to the satisfaction of the <b>principal agent</b>. The <b>contractor</b> shall allow the direct contractors, etc., to use, free of charge, the latrine accommodation and water and power supply on the site and shall not in any way hinder or prevent the execution of their work.</p>
29	<p>e 29.0 is amended by:-</p> <p>The addition of the following clauses:-</p> <p>i) "29.9 Revision to the date for <b>practical completion</b> shall only be considered when work on the critical path of the agreed programme for the works is delayed".</p> <p>ii) "29.10 Acceleration</p> <p>29.10.1 Irrespective of whether or not the <b>principal agent</b> rules that the <b>contractor</b> is entitled to an extension of time or a revision of the date for <b>practical completion</b>, the <b>principal agent</b> shall nevertheless, at any time, be entitled to instruct the <b>contractor</b> in writing to accelerate the progress of the remaining <b>works</b> to ensure that the <b>works</b> are completed by the original date for <b>practical completion</b> or revised date as the case may be.</p> <p>29.10.2 Upon receipt of such instruction, the <b>contractor</b> shall take all necessary steps to ensure that the <b>works</b> are completed timeously including the provision by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The <b>contractor</b> shall prove that such steps are being taken if called upon to do so.</p> <p>29.10.3 The <b>contractor's</b> entitlement to compensation arising out of or in respect of any revision to the date for <b>practical completion</b> that may have been granted by the <b>principal agent</b> or alternatively where the <b>principal agent</b> has instructed the <b>contractor</b> to accelerate, shall be adjudicated strictly in terms of clause 32.</p>
32.12	Delete sub-clause 32.12
40	<p>Replace clause 40 with the following:</p> <p>cl <b>Adjudication</b></p> <p><b>40.1</b></p>

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

40.1.1	Any dispute between the parties shall be referred to adjudication. Adjudication shall be in accordance with the latest edition of the JBCC Series 2000 Adjudication Rules.
40.1.2	The adjudicator shall be appointed in terms of the Adjudicator's Agreement.
40.1.3	If a party is dissatisfied with the decision of the Adjudicator, the party may give the other party notice of dissatisfaction within 28 days of the receipt of the decision and refer the dispute to arbitration. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the parties.

Clause	Variation
	<p><b>40.2 Arbitration</b></p> <p>40.2.1 Arbitration shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the parties or, failing such agreement, in accordance with the rules for Conduct of Arbitrations published by the Association of Arbitrators current at the date the arbitrator is appointed.</p> <p>40.2.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the Association of Arbitrators.</p>

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

## Part 1: Contract Data completed by the Employer

Clause	Item and data
1.2	<b>Particulars of Employer</b> Name: Mpumalanga Tourism and Parks Agency Physical Address: N4 National Road, Hall's Gateway, Mattafin, Nelspruit Postal address: Private Bag X11338, Nelspruit, 1200 Telephone: 013 759 5557
5.1	<b>Particulars of Principal Agent</b> Name: Mpumalanga Tourism and Parks Agency Project Management Unit Physical Address: N4 National Road, Hall's Gateway, Mattafin, Nelspruit Postal address: Private Bag X11338, Nelspruit, 1200 Telephone: 013 759 5557
1.1	The <b>works</b> comprise of the removal and replacement of asbestos building material in four MTPA reserves
1.1	The <b>site</b> comprise of the site as indicated by the Reserve – See map under Site Description
41.0	The <b>Employer</b> is an <b>organ of State</b>
31.11.2	The interest rate applicable is the interest rate on overdraft facilities as charged by First National Bank to the MTPA.
11.2	Lateral support insurance is to be effected by the <b>contractor</b> .
26.1.2	Extended <b>defects</b> liability period will apply to the following elements: n/a
15.2.1	Possession of the <b>site</b> is to be given within three days of the <b>contractor</b> providing the <b>employer</b> with <b>construction guarantees</b> in accordance with the provisions of 14.0.
15.3	The period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the site is Seven (7) <b>working days</b> . For the <b>works</b> as a whole: The date for <b>practical completion</b> is 6 months The <b>penalty</b> per <b>calendar day</b> is R1000-00/ day
1.2	The law applicable to the agreement shall be that of the Republic of South Africa.

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_



10.1, 10.2, 12.1	Contract insurance is to be effected by the <b>contractor</b> .
10.2,	Contract works insurance is to be effected by the <b>contractor</b> for a sum not less than the total of prices in the Form of Offer and Acceptance with a deductible in an amount that the <b>contractor</b> deems appropriate.
<b>Clause</b>	<b>Item and data</b>
10.1, 10.2, 12.1	<p>The following supplementary insurance is required:</p> <p><b>SASRIA insurance</b> to be effected by the <b>contractor</b></p> <p>For an amount equal to the gross tendered value inclusive of VAT plus 30% for fees and escalation.</p> <p>Full Final estimated value of the works including fees and escalation.</p> <p>With a deductible equal to the amount as determined by the contractors insurance company.</p>
1.1, 12.1	<p><b>Public liability insurance</b> to be effected by the <b>contractor</b></p> <p>For an amount equal to the gross tendered value inclusive of VAT plus 30% for fees and escalation.</p> <p>With a deductible equal to the amount as determined by the contractors insurance company.</p>
1.1, 12.1	Support insurance to be effected by the <b>contractor</b> .
3.3,	A waiver of the <b>contractor's</b> lien or right of continuing possession is required.
3.7	One copy of the construction document and one copy of the construction drawings are to be supplied to the <b>contractor</b> free of charge.
3.4	JBCC Engineering General Conditions are not to be included in the contract document.
31.3	<p><b>Contractor's</b> Monthly claims for payment shall be submitted to the <b>MTPA Infrastructure Unit</b> on the 21st day of each month (<b>contractor</b> to ensure that applications for payment from subcontractors are received on the 20th day of each month), following which the <b>MTPA Infrastructure Unit</b> shall submit his valuation to the <b>principal agent</b> within 14 days. The payment shall be made by the <b>employer</b> to the <b>contractor</b> on the 21st day of the following month or the next working day should the 21st fall on a weekend. The employer of both the original payment certificate and the contractor's tax invoice shall only make payment following receipt.</p>

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

31.5.3	The contract value is not to be adjusted.
14.5	<p>The securities to be provided by the contractor are one of the following:</p> <ol style="list-style-type: none"> <li>1. Variable construction guarantee</li> <li>2. Fixed construction guarantee</li> <li>3. Advance payment guarantee</li> </ol> <p>[To be agreed and included in the Offer and Acceptance]</p>
40.0	Default dispute resolution shall be by adjudication. Disputes will finally be settled by arbitration.

## Part 2: Contract Data completed by the Contractor

Clause	Item and data
1.2 The	<p>name of the <b>Contractor</b> is. ....</p> <p>The address of the <b>Contractor</b> is:</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>Address (physical): .....</p> <p>.....</p> <p>.....</p> <p>Address (postal): .....</p> <p>.....</p> <p>.....</p>

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

### C1.3 Construction Guarantee

[Use for JBCC Series 2000 Principal Building Agreement (edition 5.0)]

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#### **GUARANTOR DETAILS AND DEFINITIONS**

Guarantor means .....

Physical address .....

.....

Guarantor's signatory 1..... Capacity .....

Guarantor's signatory 1..... Capacity .....

Employer means: Mpumalanga Tourism And Parks Agency

Contractor means .....

Agent means: MTPA Infrastructure Unit

Works means: Appointment of Panel of Contractors: Fencing

Site means: Site as indicated by park

Agreement means the JBCC Series 2000 Principal Building Agreement

Contract Sum means the total of prices in the Form of Offer and Acceptance inclusive of VAT  
Amount in figures R .....

Amount in words ..... (Rand)

Guaranteed Sum means the maximum aggregate amount of R .....

Amount in words ..... (Rand)

The Construction Guarantee required is of the type variable and the expiry date for the  
guarantee is Practical Completion.

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#### **AGREEMENT DETAILS**

Sections: Total Sections \_\_\_\_\_ Last Section \_\_\_\_\_

Principal Agents issues: Interim payment certificates, Final payment certificates, Practical  
completion certificates/ and Final completion certificates

---

#### **1.0 VARIABLE CONSTRUCTION GUARANTEE**

1.1 Where a variable Construction Guarantee in terms of the Agreement has been selected  
this 1.0 with 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the  
diminishing amounts of the Guaranteed Sum as follows:

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

**GUARANTOR'S LIABILITY****PERIOD OF LIABILITY**

- 1.1.1 Maximum Guaranteed Sum (not exceeding 12.5% of the from and including the date of issue contract sum) in the amount of: of this Construction Guarantee and the up to and including the date of the

\_\_\_\_\_ interim payment certificate  
certifying in excess of 50% of the  
contract sum

Amount in words:

- 1.1.2 Reducing to the Guaranteed Sum (not exceeding 7.5% of the From and including the day after the contract sum) in the amounts of: date of the aforesaid interim payment certificate and up to and including the

\_\_\_\_\_ date of the only practical  
completion  
certificate or last practical  
completion certificate where  
there are sections.

Amount in words:

- 1.1.3 Reducing to the Guaranteed Sum (not exceeding 4.0% of the From and including the day after the contract sum) in the amount of: date of the applicable practical completion certificate and up to and

\_\_\_\_\_ including the date of the only  
final completion certificate or  
last final completion certificate  
where there are sections

Amount in words:

- 1.1.4 Reducing to the Guaranteed Sum ( not exceeding 2.0% of From and including the day after the the contract sum) in the amount of: date of the applicable practical completion certificate and up to and

\_\_\_\_\_ including the date of the final  
payment certificate where  
payment is due to the  
Contractor, whereupon this  
Construction Guarantee shall  
expire. Where the final  
payment certificate reflects  
payment due to the Employer,  
this Construction Guarantee

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

shall expire upon payment of the full amount certified.

Amount in words:

- 1.2 For avoidance of doubt the Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the period in question.

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## 2.0 FIXED CONSTRUCTION GUARANTEE

- 2.1 Where a fixed Construction Guarantee in terms of the Agreement has been selected this 2.0 with 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

### GUARANTOR'S LIABILITY

### PERIOD OF LIABILITY

Maximum Guaranteed Sum (not exceeding 7.5% of the From and including the date of issue of contract sum) in the amount of: this Construction Guarantee and up to and including the date of the only

practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

Amount in words:

- 
- 3.0 The Guarantor hereby acknowledges that:

- 3.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

- 2.2 Its obligation under this Guarantee is restricted to the payment of money.

- 4.0 Subject to the Guarantor's maximum liability referred to in clauses 1.0 or 2.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.

- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Construction Guarantee and demands payment of the sum certified from the Guarantor.

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

- 4.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 4.0.
- 5.0 Subject to the Guarantor's maximum liability referred to in clause 1.0 or 2.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Construction Guarantee stating that:
- 5.1 Agreement has been cancelled due to the Contractor's default and that the Construction Guarantee is called up in terms of clause 5.0. The demand shall enclose a copy of the notice of cancellation; or
- 5.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Construction Guarantee is called up in terms of clause 5.0. The demand shall enclose a copy of the court order.
- 6.0 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of clause 1.0 or 2.0.
- 7.0 Where the Guarantor is a registered insurer and has made payment in terms of clause 5.0, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Construction Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8.0 Payment by the Guarantor in terms of clause 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9.0 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Construction Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 10.0 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 11.0 This Guarantee is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Construction Guarantee shall be returned to the Guarantor after it has expired.
- 12.0 This Guarantee, with the required demand notices in terms of clauses 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 13.0 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at ..... Date .....

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

Guarantor's

Signatory 1 . . . . . Signatory 2 . . . . .

Witness 1 . . . . . Witness 2 . . . . .

Guarantor's seal or stamp

Contractor: \_\_\_\_\_      Witness for Contractor: \_\_\_\_\_

ADJUDICATOR'S CONTRACT

[Use for JBCC Series 2000 Principal Building Agreement (edition 5.0)]

This agreement is made on the ..... day of .....  
..... between:

..... (name  
of company / organisation) of .....  
.....

.....  
.....

(address) and

..... (name  
of company / organisation) of .....  
.....

.....  
.....

(address)

(the Parties) and

.....  
.....

. (name)

of .....  
.....

.....  
.....

(address)

(the Adjudicator).

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated .....  
..... and known as. ....  
.....

and these disputes or differences shall be/have been\* referred to adjudication in accordance  
with the JBCC Series 2000 Adjudication Rules, (hereinafter called "the Procedure") and the  
Adjudicator may be or has been requested to act. \* Delete as necessary

**IT IS NOW AGREED** as follows:

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_



- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC Series 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC Series 2000 Adjudication Rules.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and

SIGNED by: \_\_\_\_\_

SIGNED by: \_\_\_\_\_

SIGNED by: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

who warrants that he / she  
is duly authorised to sign for  
and on behalf of the first  
Party in the presence of

who warrants that he / she  
is duly authorised to sign for  
and on behalf of the first  
Party in the presence of

the Adjudicator in the  
presence of

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

expenses as set out in the Contract Data.

- 4 The Parties and the Adjudicator shall at all times maintain the \_\_\_\_\_  
confidentiality of the adjudication and shall endeavour to ensure that \_\_\_\_\_  
anyone acting on their behalf or through them will do likewise, save with the consent of  
the other Parties which consent shall not be unreasonably refused.

- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which  
have been sent to him in relation to the adjudication and he shall retain documents for  
a further period at the request of either Party.

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

### Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	<p>The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:</p> <ul style="list-style-type: none"><li>(a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.</li><li>(b) Telegrams, telex, faxes, and telephone calls.</li><li>(c) Postage and similar delivery charges.</li><li>(d) Travelling, hotel expenses and other similar disbursements.</li><li>(e) Room charges.</li><li>(f) Charges for legal or technical advice obtained in accordance with the Procedure.</li></ul>
3	The Adjudicator shall be paid an appointment fee of R . . . . . This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

\* Delete as necessary **Part C2: Pricing data**

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

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## C2.1 Pricing Instructions

[Use for JBCC Series 2000 Principal Building Agreement (Edition 5.0)]

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
  - a. civil engineering work has been drawn up in accordance with the provisions of the latest edition of SANS 1200 Standardised Specifications for Civil Engineering Works.
  - b. mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Mechanical Work, published by the South African Association of Quantity Surveyors, July 2005).
  - c. electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities or Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 5.0, July 2007. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
3. Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
5. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations

Contractor:\_\_\_\_\_ Witness for Contractor:\_\_\_\_\_

set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

6. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
7. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
8. The rates contained in the Bill of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.
9. Rates for work of similar description occurring in different sections of the Bill of Quantity shall be identical.
10. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
11. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
12. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities.
13. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
14. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract
15. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
16. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

- a. an amount which is not to be varied, namely Fixed (F)
- b. an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
- c. an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

17. Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:

- a. 10 percent is Fixed;
- b. 15 percent is Value Related
- c. 75 percent is Time Related.

18. The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

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**Part C2.2 Bill of Quantities**

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**APPOINTMENT OF PANEL OF CONTRACTORS: FENCING FOR A PERIOD OF 36 MONTHS**

**SUMMARY (TOTAL BID AMOUNT)**

Item	Description	Amount
		For Supply, Delivery and Installation
SECTION A	PRELIMINARY AND GENERAL ITEMS	
SECTION B	EARTHWORKS AND LAND PREPARATION	
SECTION C	FENCING MATERIAL	
Subtotal A		

Add 10% to Subtotal A for Contingencies

**Subtotal B**

Add 15% to Subtotal B for Value Added Tax (VAT)

**GRAND TOTAL CARRIED TO FORM OF OFFER**

---

**DATE**

---

**SIGNATURE OF SERVICE PROVIDER**

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

Item No	Payment Clause	Short Description	Unit	Quantity	Rate
	SANS	<b>SECTION: A</b>			
	1200 A	<b>PRELIMINARY AND GENERAL</b>			
		<b>Fixed-charge items:</b>			
A.1	8.3.1	Contractual requirements	Sum	1	
		<b>Establishment of facilities on the Site</b>			
A.2	PSA 8.3.2.2	Facilities for the Contractor:	Sum	1	
A.4		(i) Site Office (minimum 25 m <sup>2</sup> floor area)	Sum	1	
A.5		(ii) Ablution and Latrine Facilities (Male and Female)	Sum	1	
A.6		(iii) Workshop	Sum	1	
A.7		(iv) Tools and Equipment	Sum	1	
A.8		(v) Water Supply	Sum	1	
A.9		(vi) Supply of Electric Power	Sum	1	
A.10		(vii) Communications	Sum	1	
A.11	PSA 8.8.1 - 7 PSA 8.3.3	Other fixed-charge obligations (including, but not limited to dealing with access, removal of temporary site roads and reinstatement of site, dealing with traffic and dealing with water) (Provisional)	Sum	1	
A.12	PSA 8.3.4	Removal of site establishment and reinstatement of site on completion	Sum	1	
A.13	PSA 8.12	<u>Health and safety:</u>			
A.14		(i) General safety obligations	Sum	1	
A.15		(ii) Risk assessment	Sum	1	
A.16		(iii) Health and safety plan/file	Sum	1	
A.17		(iv) Training and Induction	Sum	1	
A.18		(v) All other costs to comply with the requirements of the OHS Act and Health and Safety specification (Provisional)	Sum	1	

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

		<b>Time-related items:</b>			
		<b>Operation and maintenance of facilities on Site</b>			
A.19	PSA 8.4.2.1 PSAB 8.2.1	<u>Facilities for Contractor</u>			
A.20		(i) Site Office (minimum 25 m <sup>2</sup> floor area)	Month	1	
A.21		(ii) Ablution and Latrine Facilities (Male and Female)	Month	1	
A.22		(iii) Workshop	Month	1	
A.23		(iv) Tools and Equipment	Month	1	
A.24		(v) Water Supply	Month	1	
A.25		(vi) Supply of Electric Power	Month	1	
A.26		(vii) Communications	Month	1	
<b>Carried forward / ...</b>					
<b>Item No</b>	<b>Payment Clause</b>	<b>Short Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>
<b>Brought forward / ...</b>					
A.27	PSA 8.4.3 8.4.4	Supervision and company and head office overhead costs	Month	1	
A.28		Remuneration of Community Liaison Officer	Month	1	
	PSA 8.12	<u>Health and safety:</u>			
A.29		(i) General safety obligations	Month	1	
A.30		(ii) Keeping up to date of Health and safety plan/file	Month	1	
A.25		(iii) Remuneration of Health and Safety Officer	Month	1	
A.31		(iii) All other costs to comply with the requirements of the OHS Act and Health and Safety specification (Provisional)	Month	1	
A.32	8.4.5	Other time-related obligations	Month	1	
		<b>Existing services</b>			
	PSA 8.8.4.1	Provision of equipment for detecting services			
A.33		(i) Water and sewer pipes	Sum	1	

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_



A.34		(ii) Electrical and other cables	Sum	1	
A.35		(iii) Other (Provisional)	Sum	1	
A.36	PSA 8.8.4.2	Hand excavation necessary for locating and exposing existing services in all materials	m <sup>3</sup>	1	
A.37	PSA 8.5.1	Locating, protection, alteration and relocation of existing services carried out by authorities or Contractor (Provisional)	Sum	1	
A.38		Removal and disposal of existing fences	m	1	
		<b>Environmental management</b>			
A.39	PSA 8.13	Compliance with Environmental Management Plan	Sum	1	
		<b>Miscellaneous</b>			
A.40	PSA 8.8.8	Setting out of works executed by nominated subcontractor (Qualified Surveyor)	Sum	1	
A.41	PSA 8.11	Provision of Security Personnel	Month	1	
A.42	PSA 8.10 PSA 8.5.1	Laboratory testing where instructed by Employer or Engineer (Provisional)	Sum	1	
<b>TOTAL SECTION A Carried to Summary</b>					

Item No	Payment Clause	Short Description	Unit	Quantity	Rate
	SANS	<b>SECTION: B</b>			
	1200 C	<b>LAND PREPARATION</b>			
		<b>Site Clearing</b>			
B1.1	8.2.1 PSC 8.2.1	Clear and grub development area	m <sup>2</sup>	1	

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

	8.2.2	Remove and grub large trees and tree stumps of girth:			
B1.2		Over 1,0 m and up to and including 2,0 m	No	1	
B1.3		Over 2,0 m and up to and including 3,0 m	No	1	
B1.4	PSC 8.2.11	Removal of existing fence	m	1	
		<b>EARTHWORKS</b>			
	1200 D	<b>Excavation:</b>			
B1.5	8.3.2 PSD 8.3.2	Excavate in all materials for trenches; backfill, compact and use or dispose of surplus material	m <sup>3</sup>	1	
		<b>Extra-over Items C3.5: Excavation</b>			
B1.6		Hard rock excavation	m <sup>3</sup>	1	
B1.7		Intermediate excavation	m <sup>3</sup>	1	
	1200G	<b>Concrete</b>			
B1.8	1200 G PSG 8.4.3	Class 15 MPa/19 mm mass concrete	m <sup>3</sup>	1	
B1.9	1201 G PSG 8.4.3	Class 25 MPa/19 mm mass concrete	m <sup>3</sup>	1	
<b>TOTAL SECTION B:</b> Carried to Summary					

m No	Payment Clause	Short Description	Unit	Quantity	Rate	
					Supply, Delivery and Offloading ONLY	Supply, Delivery, Offloading and Installation
	SANS	<b>SECTION: C</b>				
		<b>FENCING MATERIAL</b>				
	SANS 10222	<b>Electric Fence</b>				
		<b>High tensile, low</b>				

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

		<b>resistance Braided Wire 135m/kg</b>				
C1.1		1.2 mm galvanised wire	No	1		
C1.2		1.5 mm galvanised wire	No	1		
C1.3		2.0 mm galvanised wire	No	1		
C1.4		1.2 mm aluminium wire	No	1		
C1.5		1.2 mm stainless steel wire	No	1		
		<b>Low resistance Aluminium Wire, 1000 m roll</b>				
C1.6		1.6 mm	No	1		
C1.7		2.0 mm	No	1		
C1.8		2.5 mm	No	1		
		<b>Stainless steel wire, 157 m/kg</b>				
		<u>Grade 304</u>				
C1.9		1.0 mm	No	1		
C1.10		2.0 mm	No	1		
C1.11		3.0 mm	No	1		
C1.12		1.0 mm, Grade 316	No	1		
		<b>High strain steel wire, fully galvanized</b>				
C1.13		2.24 mm, 50 kg roll	No	1		
C1.14		2.00 mm, 50 kg roll	No	1		
		<b>Undergate cable</b>				

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

C1.15		Soft undergate cable	m	1		
C1.16		Hard undergate cable, double insulated	m	1		
		<u>Aluminium cable</u>				
C1.17		Low resistance aluminium cable	m	1		
C1.18		2.7 mm Aluminium cable	m	1		
Carried forward / ...						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	
					Supply, Delivery and Offloading ONLY	Supply, Delivery, Offloading and Installation
Brought forward / ...						
		<b>Energizers</b>				
		<u>Single-Zone Security Energizer with the following Maximum Output Energy, with built-in lightning and surge protection</u>				
C1.19		1.8 Joule	No	1		
C1.20		2.8 Joule	No	1		
C1.21		5.0 Joule, with LCD display	No	1		
C1.22		8.0 Joule, with LCD display	No	1		
C1.23		14 Joule, with LCD display	No	1		
		<u>Two-Zone Security Energizer with the following Maximum Output Energy, with built-in lightning and</u>				

Contractor:\_\_\_\_\_ Witness for Contractor:\_\_\_\_\_

		<u>surge protection</u>				
C1.24		5.0 Joule, with LCD display	No	1		
C1.25		8.0 Joule with LCD display	No	1		
		<u>Energizers for Agricultural Applications with the following specifications</u>				
C1.26		8 Joule energizer, with digital voltage display	No	1		
C1.27		12 Joule energizer, with digital voltage display	No	1		
C1.28		16 Joule energizer, with digital voltage display	No	1		
C1.29		1.5 Joule AC/DC energizer	No	1		
C1.30		3 Joule AC/DC energizer	No	1		
C1.31		4.5 Joule AC/DC energizer	No	1		
C1.32		0.2 Joule solar energizer	No	1		
C1.33		0.5 Joule solar energizer	No	1		
C1.34		1.1 Joule solar energizer	No	1		
		<b>Battery</b>				
C1.35		1.3 Ah Battery	No	1		
C1.36		1.9 Ah Battery	No	1		
C1.37		4.5 Ah, 6 Volt Battery	No	1		
C1.38		7 Ah Battery	No	1		
C1.39		17 Ah Battery	No	1		

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

C1.40		50 Ah deep cycle battery	No	1		
C1.41		105 Ah deep cycle battery	No	1		
Carried forward / ...						

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	
					Supply, Delivery and Offloading ONLY	Supply, Delivery, Offloading and Installation
Brought forward / ...						
		Monitor				
		Fence Voltage and Fault-Finding Units				
C1.42		Voltage Neon Tester	No	1		
C1.43		Digital Voltmeter	No	1		
C1.44		Directional Voltmeter	No	1		
		Fence Monitors				
C1.45		Fence Monitor with LCD Display	No	1		
C1.46		Low Voltage zone monitor	No	1		
C1.47		Fence impulse analyser (Joules, Voltage & Pulse shape - Energiser Tester)	No	1		
		Earth Spikes				
C1.48		120 cm Galvanized earth spike with clamp	No	1		
C1.49		120 cm Copper plated earth spike with clamp	No	1		
C1.50		Offset earth loop to alert of wire separation	No	1		
C1.51		Wall-top fencing security spikes	No	1		
		Insulators				
C1.52		Plastic strain insulator, fire retardant	No	1		
C1.53		Y-standard insulator	No	1		

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

		<b>Wall-top Fencing Brackets Round Bar</b>				
C1.54		Powder coated 5-wire round bar	No	1		
C1.55		Galvanised 5- wire round bar	No	1		
C1.56		PVC moulded 5 wire round bar	No	1		
C1.57		Powder coated 6-wire round bar	No	1		
C1.58		Galvanised 6- wire round bar	No	1		
C1.59		PVC moulded 6 wire round bar	No	1		
		<b>Wall-top Fencing Brackets - Flat Bar</b>				
C1.60		5-wire flat bar Power Coated Black/White Flat Bar Bobbin	No	1		
C1.61		5-wire galvanised flat bar with flat bar bobbin	No	1		
C1.62		6-wire flat bar Power Coated Black/White Flat Bar Bobbin	No	1		
C1.63		6-wire galvanised flat bar with flat bar bobbin	No	1		
Carried forward / ....						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	
					Supply, Delivery and Offloading ONLY	Supply, Delivery, Offloading and Installation
Brought forward / ....						
		<u>Powder coated stays</u>				
C1.64		600 mm	No	1		
C1.65		750 mm	No	1		
C1.66		1000 mm	No	1		
		<u>Galvanised steel stays</u>				
C1.67		600 mm	No	1		
C1.68		750 mm	No	1		
C1.69		1000 mm	No	1		

Contractor:\_\_\_\_\_ Witness for Contractor:\_\_\_\_\_

		<u>Galvanised and epoxy coated stays</u>				
C1.70		600 mm	No	1		
C1.71		750 mm	No	1		
C1.72		1000 mm x 10 mm	No	1		
		<u>Grade 304 Stainless steel</u>				
C1.73		600 mm	No	1		
C1.74		750 mm	No	1		
		<b>Wall-top fencing brackets - square tube</b>				
		<u>Powder coated with flat bar bobbin</u>				
C1.75		6 wire square tube	No	1		
C1.76		8 wire square tube	No	1		
C1.77		10 wire square tube	No	1		
C1.78		12 wire square tube	No	1		
		<u>Glavanised bracket with flat bar bobbin</u>				
C1.79		6 wire square tube	No	1		
C1.80		8 wire square tube	No	1		
C1.81		10 wire square tube	No	1		
C1.82		12 wire square tube	No	1		
		<u>Glavanised &amp; Epoxy coated bracket with flat bar bobbin</u>				
C1.83		6 wire square tube	No	1		
C1.84		8 wire square tube	No	1		
C1.85		10 wire square tube	No	1		
C1.86		12 wire square tube	No	1		
Carried forward / ...						

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_



Item No	Payment Clause	Short Description	Unit	Quantity	Rate	
					Supply, Delivery and Offloading ONLY	Supply, Delivery, Offloading and Installation
Brought forward / ...						
		<u>Plastic Brackets</u>				
C1.87		6 line bracket	No	1		
C1.88		7 line bracket	No	1		
C1.89		8 line bracket	No	1		
C1.90		10 line bracket	No	1		
C1.91		Horizontal 6 strand wall top bracket	No	1		
C1.92		Small front mounting bracket	No	1		
C1.93		large reverse mounting bracket	No	1		
		<u>Y-Standards, fully galvanised</u>				
C1.94		2.4 m	No	1		-
C1.95		3.0 m	No	1		
		<u>Profile/piggy back steel bracket , hot dip galvanised +25%</u>				
C1.96		0.9 m	No	1		
C1.97		1.2 m	No	1		
C1.98		1.5 m	No	1		
C1.99		1.8 m	No	1		
C1.10 0		2.1 m	No	1		
C1.10 1		2.4 m	No	1		
C1.10 2		3.0 m	No	1		
		<u>Profile/Profile back plastic profile</u>				
C1.10 3		18 wire plastic profile; 1.83 m	No	1		
C1.10 4		21 wire plastic profile; 2.13 m	No	1		
C1.10 5		24 wire plastic profile; 2.43 m	No	1		
C1.10 6		30 wire plastic profile; 3.03 m	No	1		
C1.10 7		Plastic profile, 90-degree corner, 18 wire; 1.83 m	No	1		
C1.10 8		Plastic profile, 90-degree	No	1		

Contractor:\_\_\_\_\_ Witness for Contractor:\_\_\_\_\_

		corner, 21 wire; 2.13 m				
C1.10 9		Plastic profile, 90-degree corner, 24 wire; 2.43 m	No	1		
C1.11 0		Plastic profile, 90-degree corner, 30 wire; 3.03 m	No	1		
		<u>Freestanding fencing poles, hot-dip galvanised</u>				
C1.11 1		1.8 m, 40 mm x 40 mm x 3 mm Angle iron pre- punched corner bracket	No	1		
C1.11 2		2.4 m, 40 mm x 40 mm x 3 mm Angle iron pre- punched corner bracket	No	1		
C1.11 3		3.0 m, 40 mm x 40 mm x 3 mm Angle iron pre- punched corner bracket	No	1		
C1.11 4		2.4 m, 2 mm, Corner post, drilled for S hook - single holes	No	1		
C1.11 6		3.0 m, 2 mm, Corner post, drilled for S hook - double holes	No	1		
Carried forward / ...						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	
					Supply, Delivery and Offloading ONLY	Supply, Delivery, Offloading and Installatio n
Brought forward / ....						
		Enclosures				
		<u>Plastic enclosure, waterproof</u>				
C1.11 8		300 mm x 220 mm x 170 mm	No	1		
C1.11 9		100 mm x 100 mm x 50 mm	No	1		
C1.12 0		150 mm x 110 mm x 50 mm	No	1		
C1.12 1		190 mm x 140 mm x 70 mm	No	1		
C1.12 2		240 mm x 190 mm x 125 mm	No	1		

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

C1.12 3		380 mm x 300 mm x 170 mm	No	1		
		<u>Galvanised steel box</u>				
C1.12 4		300 mm x 400 mm x 200 mm	No	1		
C1.12 5		600 mm x 400 mm x 250 mm	No	1		
C1.12 6		800 mm x 600 mm x 300 mm	No	1		
C1.12 7		1000 mm x 750 mm x 300 mm	No	1		
		<b>Lightning Protector</b>				
C1.12 8		Lightning diverter	No	1		
C1.12 9		Mains surge protector	No	1		
C1.13 0		Fence protection kit (220 V, HV out and HV return protection) with 2 year warrantee	No	1		
		<b>Power Supply</b>				
C1.13 1		Plug in Transformer, 16 Volt, 1 Amp	No	1		
C1.13 2		Plug in Transformer, 13.6 Volt, 1 Amp	No	1		
C1.13 3		Digital battery charger, 12V/24V, 288 W with plug	No	1		
C1.13 4		Inverter, 1 kW, DC 12 V, AC 230, 50 Hz pure sinewave	No	1		
		<u>Solar Panels</u>				
C1.13 5		20 Watt	No	1		
C1.13 6		50 Watt	No	1		
C1.13 7		85 Watt	No	1		
C1.13 8		100 Watt	No	1		
C1.13 9		150 Watt	No	1		
C1.14 0		12 Amp solar regulator	No	1		
C1.14 1		20 Amp solar regulator	No	1		

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

C1.14 2		30 Amp solar regulator	No	1		
C1.14 3		Solar cable, 4 mm	M	1		

Carried forward / ...

Brought forward / ...						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	
					Supply, Delivery and Offloading ONLY	Supply, Delivery, Offloading and Installation
Brought forward / ....						
		Automated				

#### Automated Gates

Boom gate with 86 mm x 43 mm, 1.5 mm wall thick barrier arm, powder coated white aluminium with red reflective tape, with the following barrier arm length

C1.14  
4

3 m

No

1

C1.14  
5

3.5 m

No

1

C1.14  
6

4 m

No

1

C1.14  
7

4.5 m

No

1

C1.14  
8

5 m

No

1

C1.14  
9

5.5 m

No

1

C1.15  
0

6 m

No

1

ISO 9001

Turnstile gate with 32 mm U-tube arms spaced at 165 mm apart

C1.15  
1

1 400 mm wide x 2 125 mm high Single turnstile for recommended minimum opening of 1 430 mm width x 2 250 mm height

No

1

C1.15  
2

2 150 mm wide x 2 125 mm high Single turnstile for recommended minimum opening of 2 180 mm width x 2 250 mm height

No

1

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

		<b>Gate Motors</b>				
		<u>Sliding gate motors</u>				
C1.15 3		Gate motor with 90 - 240 V AC +/- 10%, 50 Hz input voltage, with 12 V DC motor voltage, including battery and nylon rack, remotes and and on-board receiver	No	1		
C1.15 4		Gate motor with 90 - 240 V AC +/- 10%, 50 Hz input voltage, with 12 V DC motor voltage, including battery and steel rack, remotes and and on-board receiver	No	1		
		<u>Sliding gate accessories</u>				
C1.15 5		10 mm Steel rack	M	1		
C1.15 6		Hot dip galvanised bylon rack	M	1		
C1.15 7		Motor safe anti-theft bracket compatible with items C1.153 and/or C1.154 above	No	1		
C1.15 8		60 mm Wheel kit	No	1		
C1.15 9		80 mm Wheel kit	No	1		
C1.16 0		100 mm Wheel kit	No	1		
C1.16 1		Sliding gate mounting bracket	No	1		
		<u>Sliding gate contacts in the following configurations</u>				
C1.16 2		Standard	No	1		
C1.16 3		Series	No	1		
C1.16 4		In line	No	1		
Carried forward / ...						
			<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

Item No	Payment Clause	Short Description			Supply, Delivery and Offloading ONLY	Supply, Delivery, Offloading and Installation
Brought forward / ....						
C1.16 5		Provision for wall-top accessories	Prov. Sum	1	5 000.00	5 750.00
C1.16 6		Provision for fasteners	Prov. Sum	1	5 000.00	5 750.00
C1.16 7		Provision for off-set brackets	Prov. Sum	1	5 000.00	5 750.00
C1.16 8		Provision for tensioners	Prov. Sum	1	5 000.00	5 750.00
		<b>Mesh and Wire Fence</b>				
		<u>Galvanised Corner and Gate Posts</u>				
C1.16 9		3 000 mm x 101 mm x 2.0 mm	No	1		
C1.17 0		3 000 mm x 101 mm x 2.0 mm with 450 mm overhang	No	1		
C1.17 1		2 600 mm x 101 mm x 2.0 mm	No	1		
C1.17 2		2 600 mm x 101 mm x 2.0 mm with 450 mm overhang	No	1		
C1.17 3		2 400 mm x 101 mm x 2.0 mm	No	1		
C1.17 4		2 400 mm x 101 mm x 2.0 mm with 450 mm overhang	No	1		
C1.17 5		2 100 mm x 101 mm x 2.0 mm	No	1		
C1.17 6		2 100 mm x 101 mm x 2.0 mm with 450 mm overhang	No	1		
C1.17 7		1 800 mm x 101 mm x 2.0 mm	No	1		
C1.17 8		1 800 mm x 101 mm x 2.0 mm with 450 mm overhang	No	1		
		<u>Galvanised Straining Posts (Every 50 m)</u>				
C1.17 9		3 000 mm x 76 mm x 2.0 mm	No	1		

Contractor:\_\_\_\_\_ Witness for Contractor:\_\_\_\_\_

C1.18 0		3 000 mm x 76 mm x 2.0 mm with 450 mm overhang	No	1		
C1.18 1		2 600 mm x 76 mm x 2.0 mm	No	1		
C1.18 2		2 600 mm x 76 mm x 2.0 mm with 450 mm overhang	No	1		
C1.18 3		2 400 mm x 76 mm x 2.0 mm	No	1		
C1.18 4		2 400 mm x 76 mm x 2.0 mm with 450 mm overhang	No	1		
C1.18 5		2 100 mm x 76 mm x 2.0 mm	No	1		
C1.18 6		2 100 mm x 76 mm x 2.0 mm with 450 mm overhang	No	1		
C1.18 7		1 800 mm x 76 mm x 2.0 mm	No	1		
C1.18 8		1 800 mm x 76 mm x 2.0 mm with 450 mm overhang	No	1		
Carried forward / ...						

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	
					Supply, Delivery and Offloading ONLY	Supply, Delivery, Offloading and Installation
Brought forward / ....						
		<u>Galvanised Stays (two stay for corner and straining posts, one stay for gate posts)</u>				
C1.189		3 000 mm x 48 mm x 2 mm	No	1		

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C1.190		3 000 mm x 50 mm x 2 mm	No	1		
C1.191		2 400 mm x 50 mm x 2 mm	No	1		
C1.192		2 400 mm x 38 mm x 2 mm	No	1		
C1.193		1 800 mm x 50 mm x 2 mm	No	1		
C1.194		1 800 mm x 38 mm x 2 mm	No	1		
		<u>Standards</u> <u>(Every 5 m)</u>				
C1.195		3 650 mm Y-standard	No	1		
C1.196		3 050 mm Y-standard	No	1		
C1.197		2 450 mm Y-standard	No	1		
C1.198		1 850 mm Y-standard	No	1		
C1.199		1 700 mm Y-standard	No	1		
C1.200		1 550 mm Y-standard	No	1		
C1.201		1 400 mm Y-standard	No	1		
C1.202		2 450 mm I-standard	No	1		
C1.203		1 850 mm I-standard	No	1		
C1.204		1 700 mm I-standard	No	1		
C1.205		1 550 mm I-standard	No	1		
C1.206		1 400 mm I-standard	No	1		
Carried forward / ...						

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	
					Supply, Delivery and Offloading ONLY	Supply, Delivery, Offloading and Installation
Brought forward / ...						
		Creosote/CCA Treated				

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_



		<u>Rounded Wood Poles</u>				
C1.207		2 400 mm x 125 mm	No	1		
C1.208		2 400 mm x 100 mm	No	1		
C1.209		2 400 mm x 90 mm	No	1		
C1.210		2 400 mm x 75 mm	No	1		
C1.211		2 100 mm x 200 mm	No	1		
C1.212		2 100 mm x 180 mm	No	1		
C1.213		2 100 mm x 150 mm	No	1		
C1.214		2 100 mm x 125 mm	No	1		
C1.215		2 100 mm x 100 mm	No	1		
C1.216		2 100 mm x 90 mm	No	1		
C1.217		2 100 mm x 75 mm	No	1		
C1.218		1 800 mm x 200 mm	No	1		
C1.219		1 800 mm x 180 mm	No	1		
C1.220		1 800 mm x 150 mm	No	1		
C1.221		1 800 mm x 125 mm	No	1		
C1.222		1 800 mm x 100 mm	No	1		
C1.223		1 800 mm x 90 mm	No	1		
C1.224		1 800 mm x 75 mm	No	1		
C1.225		1 500 mm x 180 mm	No	1		
C1.226		1 500 mm x 150 mm	No	1		
C1.227		1 500 mm x 125 mm	No	1		
C1.228		1 500 mm x 100 mm	No	1		
C1.229		1 500 mm x 90 mm	No	1		
C1.230		1 500 mm x 75 mm	No	1		
C1.231		1 200 mm x 180 mm	No	1		
C1.232		1 200 mm x 150 mm	No	1		
C1.233		1 200 mm x 125 mm	No	1		
C1.234		1 200 mm x 100 mm	No	1		
C1.235		1 200 mm x 90 mm	No	1		
C1.236		1 200 mm x 75 mm	No	1		

Contractor:\_\_\_\_\_ Witness for Contractor:\_\_\_\_\_

		<u>Creosote/CCA Treated Wood Droppers, 32 - 50 mm Diameter</u>				
C1.237		2 400 mm	No	1		
C1.238		2 100 mm	No	1		
C1.239		1 800 mm	No	1		
C1.240		1 500 mm	No	1		
C1.241		1 400 mm	No	1		
C1.242		1 200 mm	No	1		
Carried forward / ...						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	
					Supply, Delivery and Offloading ONLY	Supply, Delivery, Offloading and Installation
Brought forward / ....						
		<u>Diamond Mesh, Fully Galvanised</u>				
C1.261		900mm x 50mm x 2.00mm	Roll	1		
C1.262		900mm x 50mm x 2.50mm	Roll	1		
C1.263		900mm x 50mm x 3.15mm	Roll	1		
C1.264		900mm x 63mm x 2.00mm	Roll	1		
C1.265		900mm x 63mm x 2.50mm	Roll	1		
C1.266		900mm x 63mm x 3.15mm	Roll	1		
C1.267		1200mm x 50mm x 2.00mm	Roll	1		
C1.268		1200mm x 50mm x 2.50mm	Roll	1		
C1.269		1200mm x 50mm x 3.15mm	Roll	1		
C1.270		1200mm x 63mm x 2.00mm	Roll	1		
C1.271		1200mm x 63mm x 2.50mm	Roll	1		
C1.272		1200mm x 63mm x 3.15mm	Roll	1		

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

C1.273		1200mm x 75mm x 2.50mm	Roll	1		
C1.274		1500mm x 50mm x 2.00mm	Roll	1		
C1.275		1500mm x 50mm x 2.50mm	Roll	1		
C1.276		1500mm x 50mm x 3.15mm	Roll	1		
C1.277		1500mm x 63mm x 2.00mm	Roll	1		
C1.278		1500mm x 63mm x 2.50mm	Roll	1		
C1.279		1500mm x 63mm x 3.15mm	Roll	1		
C1.280		1800mm x 50mm x 2.00mm	Roll	1		
C1.281		1800mm x 50mm x 2.50mm	Roll	1		
C1.282		1800mm x 50mm x 3.15mm	Roll	1		
C1.283		1800mm x 63mm x 2.00mm	Roll	1		
C1.284		1800mm x 63mm x 2.50mm	Roll	1		
C1.285		1800mm x 63mm x 3.15mm	Roll	1		
C1.286		1800mm x 75mm x 2.50mm	Roll	1		
C1.287		2000mm x 50mm x 2.50mm	Roll	1		
C1.288		2000mm x 50mm x 3.15mm	Roll	1		
C1.289		2400mm x 50mm x 2.50mm	Roll	1		
C1.290		2400mm x 50mm x 3.15mm	Roll	1		
C1.291		3000mm x 50mm x 2.50mm	Roll	1		
C1.292		3000mm x 50mm x 3.15mm	Roll	1		
C1.293		3600mm x 50mm x 2.50mm	Roll	1		

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

C1.294		3600mm x 50mm x 3.15mm	Roll	1		
		<u>Barbed Tape</u> <u>Concertina,</u> <u>Galvanised</u>				
C1.295		450 mm diameter, 11 m stretch	No	1		
C1.296		730 mm diameter, 12 m stretch	No	1		
C1.297		980 mm diameter, 14 m stretch	No	1		
Carried forward / ...						

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	
					Supply, Delivery and Offloading ONLY	Supply, Delivery, Offloading and Installation
Brought forward / ....						
		<u>Ripper Razor Coil, Galvanised</u>				
C1.298		450 mm diameter, 8 m stretch	No	1		
C1.299		730 mm diameter, 10 m stretch	No	1		
C1.300		452 mm diameter, 13 m stretch	No	1		
C1.301		612 mm Diameter, 10 m stretch length galvanised long barb coil	No	1		
		<u>Flat Wrap, Galvanised</u>				
C1.302		500 mm diameter, 15 m stretch	No	1		
C1.303		700 mm diameter, 15 m stretch	No	1		
C1.304		900 mm diameter, 15 m stretch	No	1		

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

		<u>Razor Mesh Fence</u>				
C1.305		1.8 m high, 6 m roll	No	1		
C1.306		2.1 m high, 6 m roll	No	1		
C1.307		2.4 m high, 6 m roll	No	1		
		<u>Welded Mesh Fence, Fully Galvanised</u>				
C1.308		1.20m x 50 x 25mm x 2.50mm	No	1		
C1.309		1.20m x 50 x 50mm x 2.50mm	No	1		
C1.310		1.20m x 50 x 50mm x 3.15mm	No	1		
C1.311		1.20m x 100 x 50mm x 2.50mm	No	1		
C1.312		1.20m x 100 x 50mm x 3.15mm	No	1		
C1.313		1.80m x 50 x 25mm x 2.50mm	No	1		
C1.314		1.80m x 50 x 50mm x 2.50mm	No	1		
C1.315		1.80m x 50 x 50mm x 3.15mm	No	1		
C1.316		1.80m x 100 x 50mm x 2.50mm	No	1		
C1.317		1.80m x 100 x 50mm x 3.15mm	No	1		
C1.318		2.40m x 50 x 25mm x 2.50mm	No	1		
C1.319		2.40m x 50 x 50mm x 2.50mm	No	1		
C1.320		2.40m x 50 x 50mm x 3.15mm	No	1		
C1.321		2.40m x 100 x 50mm x 2.50mm	No	1		
C1.322		2.40m x 100 x 50mm x 3.15mm	No	1		

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

Carried forward / ...						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	
					Supply, Delivery and Offloading ONLY	Supply, Delivery, Offloading and Installation
Brought forward / ....						
		Fully Galvanised Field Fence				
C1.323		2100mm x 150mm	No	1		
C1.324		1800mm x 300mm	No	1		
C1.325		1800mm x 150mm	No	1		
C1.326		1200mm x 300mm	No	1		
C1.327		1200mm x 150mm	No	1		
C1.328		990mm x 300mm	No	1		
C1.329		990mm x 150mm	No	1		
		Auction Gates, 50 mm OD Tubing, Fully Galvanised with Locking Mechanism, 1200 mm high with the following width:				
C1.330		750 mm	No	1		
C1.331		900 mm	No	1		
C1.332		1200 mm	No	1		
C1.333		1500 mm	No	1		
C1.334		1800 mm	No	1		
C1.335		2100 mm	No	1		
C1.336		2400 mm	No	1		
C1.337		2700 mm	No	1		
C1.338		3000 mm	No	1		
C1.339		3300 mm	No	1		
C1.340		3600 mm	No	1		
C1.341		3600 mm	No	1		
C1.342		4200 mm	No	1		

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

C1.343		4500 mm	No	1		
C1.344		4800 mm	No	1		
		<u>Security Gate</u>				
		<i>Single Leaf</i>				
C1.345		900 mm wide x 1800 mm high with 450 mm overhang	No	1		
C1.346		1200 mm wide x 1800 mm high with 450 mm overhang	No	1		
C1.347		1500 mm wide x 1800 mm high with 450 mm overhang	No	1		
C1.348		1800 mm wide x 1800 mm high with 450 mm overhang	No	1		
		<i>Double Leaf</i>				
C1.349		2400 mm wide x 1800 mm high with 450 mm overhang	No	1		
C1.350		3000 mm wide x 1800 mm high with 450 mm overhang	No	1		
C1.351		3600 mm wide x 1800 mm high with 450 mm overhang	No	1		
C1.352		4200 mm wide x 1800 mm high with 450 mm overhang	No	1		
Carried forward / ...						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	
					Supply, Delivery and Offloading ONLY	Supply, Delivery, Offloading and Installation
Brought forward / ....						
		<u>Diamond Mesh Gates</u>				
		<i>Single Leaf</i>				
C1.353		900 mm wide x 1200 mm high	No	1		

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

C1.354		1200 mm wide x 1200 mm high	No	1		
C1.355		1500 mm wide x 1200 mm high	No	1		
C1.356		1800 mm wide x 1200 mm high	No	1		
C1.357		2400 mm wide x 1200 mm high	No	1		
C1.358		900 mm wide x 1800 mm high	No	1		
C1.359		1200 mm wide x 1800 mm high	No	1		
C1.360		1500 mm wide x 1800 mm high	No	1		
C1.361		1800 mm wide x 1800 mm high	No	1		
C1.362		2400 mm wide x 1800 mm high	No	1		
		<i>Double Leaf</i>				
C1.363		3000 mm wide x 1200 mm high	No	1		
C1.364		3600 mm wide x 1200 mm high	No	1		
C1.365		4200 mm wide x 1200 mm high	No	1		
C1.366		3000 mm wide x 1800 mm high	No	1		
C1.367		3600 mm wide x 1800 mm high	No	1		
C1.368		4200 mm wide x 1800 mm high	No	1		
C1.369		4800 mm wide x 1800 mm high	No	1		
		<b>Concrete Palisade Fence</b>				
C1.370		10 Pale section, 1800 mm x 75 mm x 100 mm, 2 m wide with two horizontal slotted rails, 225 mm x 140 mm with 80 mm tapering. Each pale	Sum	1		

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_



		must have 80 mm tapering to the front at the top and bottom, complete with M8/M10 bolts with washers. All bolts must be grouted to avoid tampering				
C1.371		10 Pale section, 2400 mm x 75 mm x 100 mm, 2 m wide with two horizontal slotted rails, 225 mm x 140 mm with 80 mm tapering. Each pale must have 80 mm tapering to the front at the top and bottom, complete with M8/M10 bolts with washers. All bolts must be grouted to avoid tampering	Sum	1		
		<u>25 mm x 25 mm x 2 mm Angle Iron Devil Fork Panel</u>				
C1.372		3 m x 600 mm	Sum	1		
C1.373		3 m x 1000 mm	Sum	1		
C1.374		3 m x 1200 mm	Sum	1		
C1.375		3 m x 1500 mm	Sum	1		
C1.376		3 m x 1800 mm	Sum	1		
C1.377		3 m x 2000 mm	Sum	1		
Carried forward / ...						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	
					Supply, Delivery and Offloading ONLY	Supply, Delivery, Offloading and Installation
Brought forward / ....						

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

		<u>30 mm x 30</u> <u>mm x 2 mm</u> <u>Angle Iron</u> <u>Devil Fork</u> <u>Panel</u>				
C1.378		3 m x 600 mm	Sum	1		
C1.379		3 m x 1000 mm	Sum	1		
C1.380		3 m x 1200 mm	Sum	1		
C1.381		3 m x 1500 mm	Sum	1		
C1.382		3 m x 1800 mm	Sum	1		
C1.383		3 m x 2000 mm	Sum	1		
		<u>40 mm x 40</u> <u>mm x 2 mm</u> <u>Angle Iron</u> <u>Devil Fork</u> <u>Panel</u>				
C1.384		3 m x 600 mm	Sum	1		
C1.385		3 m x 1000 mm	Sum	1		
C1.386		3 m x 1200 mm	Sum	1		
C1.387		3 m x 1500 mm	Sum	1		
C1.388		3 m x 1800 mm	Sum	1		
C1.389		3 m x 2000 mm	Sum	1		
		<u>30 mm x 30</u> <u>mm x 2 mm</u> <u>Angle Iron</u> <u>King Crown</u> <u>Panel</u>				
C1.390		3 m x 600 mm	Sum	1		
C1.391		3 m x 1000 mm	Sum	1		
C1.392		3 m x 1200 mm	Sum	1		
C1.393		3 m x 1500 mm	Sum	1		
C1.394		3 m x 1800 mm	Sum	1		
C1.395		3 m x 2000 mm	Sum	1		
		<u>40 mm x 40</u> <u>mm x 2 mm</u> <u>Angle Iron</u> <u>King Crown</u> <u>Panel</u>				
C1.396		3 m x 600 mm	Sum	1		
C1.397		3 m x 1000 mm	Sum	1		
C1.398		3 m x 1200 mm	Sum	1		

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

C1.399		3 m x 1500 mm	Sum	1		
C1.400		3 m x 1800 mm	Sum	1		
C1.401		3 m x 2000 mm	Sum	1		
		30 mm x 30 mm x 2 mm Angle Iron 7-Spike Panel		1		
C1.402		3 m x 600 mm	Sum	1		
C1.403		3 m x 1000 mm	Sum	1		
C1.404		3 m x 1200 mm	Sum	1		
C1.405		3 m x 1500 mm	Sum	1		
C1.406		3 m x 1800 mm	Sum	1		
C1.407		3 m x 2000 mm	Sum	1		
Carried forward / ...						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	
					Supply, Delivery and Offloading ONLY	Supply, Delivery, Offloading and Installation
Brought forward / ....						
		40 mm x 40 mm x 2 mm Angle Iron 7-Spike Panel				
C1.408		3 m x 600 mm	Sum	1		
C1.409		3 m x 1000 mm	Sum	1		
C1.410		3 m x 1200 mm	Sum	1		
C1.411		3 m x 1500 mm	Sum	1		
C1.412		3 m x 1800 mm	Sum	1		
C1.413		3 m x 2000 mm	Sum	1		
		Devil Fork Steel Palisade Pedestrian Gate with 76 mm x 38 mm x 1.6 mm Square Tube Frame, Complete with Locking Set		1		

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

		25 mm x 25 mm x 2.0mm Angel Iron Devil Fork				
C1.414		1800 mm x 1000 mm	No	1		
C1.415		2000 mm x 1000 mm	No	1		
		30 mm x 30 mm x 2.0 mm Angel Iron Devil Fork				
C1.416		1800 mm x 1000 mm	No	1		
C1.417		2000 mm x 1000 mm	No	1		
		40 mm x 40 mm x 2.0 mm Angel Iron Devil Fork				
C1.418		1800 mm x 1000 mm	No	1		
C1.419		2000 mm x 1000 mm	No	1		
Carried forward / ...						

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	
					Supply, Delivery and Offloading ONLY	Supply, Delivery, Offloading and Installation
Brought forward / ....						
Devil Fork Steel Sliding Pedestrian Gate with 76 mm x 38 mm x 1.6 mm Square Tube Frame, 8000 mm Sliding Rail on Concrete, with a set of 100 mm Diameter U-shaped Heavy Duty Rolling Wheels, Gate Stopper and Lock Set. Wheels must be located at 25% from either end						
		25 mm x 25 mm x 2.0mm Angel Iron Devil Fork				
C1.420		3000 mm x 1800 mm	No	1		
C1.421		3000 mm x 2000 mm	No	1		
C1.422		3200 mm x 1800 mm	No	1		

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

C1.423		3200 mm x 2000 mm	No	1		
C1.424		3500 mm x 1800 mm	No	1		
C1.425		3500 mm x 2000 mm	No	1		
C1.426		4000 mm x 1800 mm	No	1		
C1.427		4000 mm x 2000 mm	No	1		
C1.428		5000 mm x 1800 mm	No	1		
C1.429		5000 mm x 2000 mm	No	1		
C1.430		6000 mm x 1800 mm	No	1		
C1.431		6000 mm x 2000 mm	No	1		
		30 mm x 30 mm x 2.0 mm Angel Iron Devil Fork				
C1.432		3000 mm x 1800 mm	No	1		
C1.433		3000 mm x 2000 mm	No	1		
C1.434		3200 mm x 1800 mm	No	1		
C1.435		3200 mm x 2000 mm	No	1		
C1.436		3500 mm x 1800 mm	No	1		
C1.437		3500 mm x 2000 mm	No	1		
C1.438		4000 mm x 1800 mm	No	1		
C1.439		4000 mm x 2000 mm	No	1		
C1.440		5000 mm x 1800 mm	No	1		
C1.441		5000 mm x 2000 mm	No	1		
C1.442		6000 mm x 1800 mm	No	1		
C1.443		6000 mm x 2000 mm	No	1		
		40 mm x 40 mm x 2.0 mm Angel Iron Devil Fork				
C1.444		3000 mm x 1800 mm	No	1		
C1.445		3000 mm x 2000 mm	No	1		
C1.446		3200 mm x 1800 mm	No	1		
C1.447		3200 mm x 2000 mm	No	1		
C1.448		3500 mm x 1800 mm	No	1		
C1.449		3500 mm x 2000 mm	No	1		

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

C1.450		4000 mm x 1800 mm	No	1		
C1.451		4000 mm x 2000 mm	No	1		
C1.452		5000 mm x 1800 mm	No	1		
C1.453		5000 mm x 2000 mm	No	1		
C1.454		6000 mm x 1800 mm	No	1		
C1.455		6000 mm x 2000 mm	No	1		
Carried forward / ...						

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	
					Supply, Delivery and Offloading ONLY	Supply, Delivery, Offloading and Installation
Brought forward / ....						
		Screws, Nuts and Bolts				
C1.456		Screws	No	1		
C1.457		Nuts	No	1		
C1.458		Bolts	No	1		
TOTAL SECTION C: Carried to Summary						

Contractor:\_\_\_\_\_ Witness for Contractor:\_\_\_\_\_

## Part C3: Scope

C3: Scope of Work

[Use for JBCC S

### 1 DESCR

#### 1.1 Employee

APPOINT

#### 1.2 Overview

See BOQ

#### 1.3 Extent of the

As per bill of

#### 1.4 Location of the

VARIOUS RES

#### 1.5 Temporary work

The contractor is r  
connections and dr

### 2 DRAWINGS

None

Specifications as deta

### 3 PROCUREMENT

#### 3.1 Subcontracting

##### 3.1.1 Scope of mandatory su

n/a

3.1.2	<b>Preferred subcontracting / suppliers</b> n/a
3.1.3	<b>Subcontracting procedures</b> n/a
<b>4</b>	<b>CONSTRUCTION</b>
4.1	<b>Applicable SANS 2001 standards for construction works</b> SANS 10142-1 of 2006
	SABS 0400 SANS 1200
4.2	<b>Applicable national and international standards</b> SANS SABS
4.3	<b>Certification by recognized bodies</b> All certification must be submitted to Project Management Unit of Mpumalanga Tourism and Parks Agency for approval
4.4	<b>Agrément certificates</b> 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
4.5	<b>Plant materials and equipment supplied by the employer</b> Nil

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_



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**Part C3: Scope of Work**

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C3: Scope of Work

[Use for JBCC Series 2000 Principal Building Agreement (edition 5.0)]

<b>1</b>	<b>DESCRIPTION OF THE WORKS</b>
<b>1.1</b>	<b>Employer's objectives</b>  <b>APPOINT A PANEL OF FENCING</b>
<b>1.2</b>	<b>Overview of the works</b>  <b>See BOQ</b>
<b>1.3</b>	<b>Extent of the works</b>  <b>As per bill of quantities</b>
<b>1.4</b>	<b>Location of the works</b>  <b>VARIOUS RESERVE</b>
<b>1.5</b>	<b>Temporary works</b>  The contractor is responsible for all temporary works including temporary water and electrical connections and drains
<b>2</b>	<b>DRAWINGS</b>  None  Specifications as detailed in Bill of Quantities
<b>3</b>	<b>PROCUREMENT</b>
<b>3.1</b>	<b>Subcontracting</b>
<b>3.1.1</b>	<b>Scope of mandatory subcontractor work</b>  n/a

**4.6****Services and facilities provided by the employer**

- Water: will be available in the Nature Reserves, but usage must be arranged through and approved by the local representatives of Mpumalanga Tourism and Parks Agency.
- No Electricity: is available on site.
- Accommodation: No accommodation is available or allowed in the park.
- Telecommunication services: to be provided by contractor
- Ablution facilities: Ablution facilities are not available
- Medical / first aid facilities: to be provided by contractor
- Fire protection services: to be provided by contractor

**4.7****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:

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

**SANS 1921-1, General engineering and construction works**

Clause	Specification data
<b>Essential data</b>	
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.

Contractor: \_\_\_\_\_ Witness for Contractor: \_\_\_\_\_

4.3.1	<p>The planning, programme and method statements are to comply with the following:</p> <ol style="list-style-type: none"> <li>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. 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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>5. The Programme shall be compiled based on the Critical Path Method of</li> </ol>
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		<p>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.</p> <ol style="list-style-type: none"> <li>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.</li> </ol>
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Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

		<p>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.</p> <p>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 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</p>
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		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.
	4.3.2	<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>

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

		<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 subcontractors for:</p> <p>2.1 Sundry Fittings</p> <p>2.2 Sundry Metalwork</p> <p>2.3 Sundry Builder's Work</p>	
	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	<p>The contractor will provide representative samples of materials, workmanship and finishes as the Principal Agent may require.</p> <p>Upon request of Principal Agent</p>	
	4.14.1	Contractor will <b>not</b> be allowed to set up accommodation on site. Contractor to provide own accommodation and transport of workers	
	4.14.3	<p>The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</p> <p>Nil</p>	
	4.14.5	The Contractor is required to provide latrine and ablution facilities.	

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

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
<b>Variations</b>	
1	Replace 4.1.9 with the following:  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.
2	Replace 4.9.3 with the following:  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.
3	Replace the heading of 4.12 with the following:  <b>"4.12 Materials, samples, fabrication drawings and overloading."</b>

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

4	<p>Include the following after 4.1.2.5</p> <p><b>“4.12. Overloading</b> <b>6</b></p> <p>The Contractor shall take all necessary steps to ensure that no damage occurs due</p>
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	<p>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>
<b>Additional Clauses</b>	
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>
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>

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_



6	<u>Deposits and fees</u>  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.
7	<u>Water and electricity</u>  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:  a)            water            : A

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

b) electricity : A

Service	Option		
	A Contractor responsibility	B Employer responsibility	C
Water	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 cost.	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 purposes only.	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 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	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	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

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

			authority / ESKOM for the works at his own cost.	authority / ESKOM for the works at his own cost.	electricity consumed.	
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#### **Code of Conduct for working in MTPA reserves**

**5.2.2** 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

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

	<p>allocated and approved by the Park Officials.</p> <p>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.</p>
<b>5.4</b>	<p><b>Quality plans and control</b></p> <p>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.</p>
<b>5.5</b>	<p><b>Accommodation of traffic on public roads occupied by the contractor</b> n/a</p>
<b>5.6</b>	<p><b>Other contractors on site</b> n/a</p>
<b>5.7</b>	<p><b>Testing, completion, commissioning and correction of defects</b></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"> <li>• Use of the works before completion has been certified;</li> <li>• Handover / beneficial occupation;</li> <li>• Pre-commissioning and commissioning of the works or part thereof, before and after completion; □ Certifying completion;</li> <li>• Start-up; operation of the works; special arrangements associated with operating plant and machinery, etc.;</li> <li>• Training and technology transfer;</li> <li>• Take over;</li> <li>• Operational maintenance (if any), after completion;</li> <li>• Work which contractors may carry out after completion has been certified (in addition to correcting defects); and</li> <li>• Arranging access for correction of defects</li> </ul>

Contractor: \_\_\_\_\_

Witness for Contractor: \_\_\_\_\_

5.7.1	<p><b>Product warranties, guarantees and maintenance instructions/manuals</b></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</p>
5.7.2	<p>satisfactorily completed.</p> <p><b>Security at completion</b></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>
5.8	<p><b>Recording of weather</b></p> <p>A record of rain and all other inclement weather should be kept on site.</p>
5.9	<p><b>Format of communications</b></p> <p>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.</p> <p>All notifications of inspections and all requests for information should be in writing.</p> <p><b>5.9.1 Site Instructions</b></p> <p>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 effected by the contractor.</p>
5.10	<p><b>Management meetings</b></p> <p>The schedule for the site meetings will be agreed upon at the site hand-over meeting.</p> <p><b>5.10.1 Progress Meetings</b></p> <p>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.</p> <p><b>5.10.2 Technical meetings</b></p> <p>At the instance of the principal agent or the contractor meetings shall be held to deal with technical and subcontractor's coordination matters.</p>

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_

<b>5.11</b>	<b>Forms for contract administration</b>  All contract administration procedures will be agreed upon at the site hand-over meeting.
<b>5.12</b>	<b>Electronic payments</b>  The contractor shall complete the MTPA Supplier Registration Forms in order to enable the MTPA to pay him or her electronically.
<b>5.13</b>	<b>Daily records</b>  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.
<b>5.14</b>	<b>Bonds and guarantees</b>  All guarantees must be delivered to the Mpumalanga Tourism and Parks Agency Principal Agent.
<b>5.15</b>	<b>Payment certificates</b>  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.
<b>5.16</b>	<b>Permits</b> n/a
<b>5.17</b>	<b>Proof of compliance with the law</b>  The MTPA could request the contractor for proof that all aspects of South African Law are complied with.
<b>5.18</b>	<b>Insurance provided by the employer</b> n/a

Contractor:\_\_\_\_\_

Witness for Contractor:\_\_\_\_\_