



|  |   |
|--|---|
| <b>BID NUMBER:</b>                                     | EKZNW 07/2022/23  |
| <b>DESCRIPTION OF GOOD/SERVICE/WORK REQUIRED:</b>      | SUPPLY, DELIVERY AND INSTALLATION OF PERIMETER FENCE AT HLUHLUWE IMFOLOZI PARK  |
| <b>CIDB REQUIREMENT</b>                                | IT IS ESTIMATED THAT TENDERERS MUST HAVE A CIDB CONTRACTOR GRADING DESIGNATION OF 5 SQ OR HIGHER                            |
| <b>COMPULSORY BRIEFING SESSION DATE &amp; ADDRESS:</b> | <b>Date: 01 November 2022</b><br>Time: 11:00am<br>Venue: Cengeni Gate (Hluhluwe Imfolozi Park)                              |
| <b>CLOSING DATE AND TIME:</b>                          | <b>18 November 2022</b><br>11:00am  |
| <b>BID VALIDITY PERIOD:</b>                            | 120 working days (commencing from the Closing Date)   |
| <b>BID DOCUMENTS DELIVERY ADDRESS:</b>                 | Ezemvelo KZN Wildlife, Head Office<br>Queen Elizabeth Park<br>No. 1 Peter Brown Drive<br>Montrose, Pietermaritzburg<br>3202 |

|  |          |
|--|----------|
| <b>NAME OF BIDDER:</b>   |          |
| <b>BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED:</b> | <b>R</b> |
| <b>BIDDERS SIGNATURE:</b>  |          |

**Part A**

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

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK, EZEMVELO KZN WILDLIFE SUPPLY CHAIN MANAGEMENT POLICY AND ALL OTHER PRESCRIPTS THAT REGULATE PUBLIC PROCUREMENT IN THE REPUBLIC OF SOUTH AFRICA.

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

## REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website [www.csd.gov.za](http://www.csd.gov.za)
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Ezemvelo KZN Wildlife may, without prejudice to any other legal rights or remedies it may have;
  - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)  
....., WHO  
REPRESENTS (state name of bidder)  
.....CSD Registration  
Number.....

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

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

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

**DATE:** .....

## OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

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

Site/Building/Institution Involved:

**BID No: EKZNW 07 /2022/23**

**Goods/Service:** Supply , delivery and installation of Perimeter Fence at Hluhluwe Imfolozi Park for Ezemvelo KZN Wildlife

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

On behalf of (company name)

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

\_\_\_\_\_  
**Signature of Bidder or Authorized Representative**  
(PRINT NAME)

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

\_\_\_\_\_  
**Name of Public Entity Representative**  
(PRINT NAME)

**Official stamp with signature**

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE**

|             |  |               |                  |               |       |
|-------------|--|---------------|------------------|---------------|-------|
| BID NUMBER: | EKZNW 07/2022/23   | CLOSING DATE: | 18 November 2022 | CLOSING TIME: | 11:00 |
| DESCRIPTION | REQUEST FOR QUOTATION ON SUPPLY, DELIVER AND INSTALLATION OF PERIMETER FENCE AT HLUHLUWE IMFOLOZI PARK FOR EZEMVELO KZN WILDLIFE |               |                  |               |       |

**BID RESPONSE DOCUMENTS MUST BE SUBMITTED BY E-MAIL TO:**

Ezemvelo KZN Wildlife, Head Office

Queen Elizabeth Park

No. 1 Peter Brown Drive, Montrose

Pietermaritzburg, 3202

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

|                  |  |                  |  |
|------------------|--|------------------|--|
| CONTACT PERSON   | Mthokozisi Phoswa  | CONTACT PERSON   | Mr Thobane Dlamini   |
| TELEPHONE NUMBER | 033 845 1733   | TELEPHONE NUMBER | 033 845 1913   |
| FACSIMILE NUMBER | 0862958579   | FACSIMILE NUMBER |  |
| E-MAIL ADDRESS   | <a href="mailto:Mthokozisi.phoswa@kznwildlife.com">Mthokozisi.phoswa@kznwildlife.com</a> | E-MAIL ADDRESS   | <a href="mailto:Dlaminith@kznwildlife.com">Dlaminith@kznwildlife.com</a> |

**SUPPLIER INFORMATION**

|  |  |  |                                     |                               |   |
|--|--|--|-------------------------------------|-------------------------------|---|
| NAME OF BIDDER                               |  |  |                                     |                               |   |
| POSTAL ADDRESS                               |  |  |                                     |                               |   |
| STREET ADDRESS                               |  |  |                                     |                               |   |
| TELEPHONE NUMBER                             | CODE   |  | NUMBER                              |                               |   |
| CELLPHONE NUMBER                             |  |  |                                     |                               |   |
| FACSIMILE NUMBER                             | CODE   |  | NUMBER                              |                               |   |
| E-MAIL ADDRESS                               |  |  |                                     |                               |   |
| VAT REGISTRATION NUMBER                      |  |  |                                     |                               |   |
| SUPPLIER COMPLIANCE STATUS                   | TAX COMPLIANCE SYSTEM PIN:   |  | OR                                  | CENTRAL SUPPLIER DATABASE No: | MAAA  |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT |                               | [TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

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

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES ☐ NO ☐

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES ☐ NO ☐

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

YES ☐ NO ☐

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....



## 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<sup>1</sup> 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:

.....  
.....

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

<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.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

|                    |                         |
|--------------------|-------------------------|
| .....<br>Signature | .....<br>Date           |
| .....<br>Position  | .....<br>Name of bidder |

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

# 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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable to 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) 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) **“price”** 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;

## FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 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:

|   |           |   |  |
|---|-----------|---|--|
| <b>80/20</b>  | <b>or</b> | <b>90/10</b>  |  |
| $P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$ | or        | $P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$ |  |

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

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

#### 3.3 POINTS AWARDED FOR PRICE

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

|   |           |   |  |
|---|-----------|---|--|
| <b>80/20</b>  | <b>or</b> | <b>90/10</b>  |  |
| $P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$ | or        | $P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$ |  |

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{max}$  = Price of highest acceptable bid

#### 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:

| Designated Group: An EME or QSE which is at last 51% owned by:    | EME<br>√ | QSE<br>√ |
|---|----------|----------|
| 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                                 |          |          |

|   |  |  |
|---|--|--|
| <b>Black people who are military veterans</b> |  |  |
| <b>OR</b>                                     |  |  |
| <b>Any EME</b>                                |  |  |
| <b>Any QSE</b>                                |  |  |

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

.....

.....

.....

.....

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.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## **T2.35 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS - SBD 6.2**

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, 2017, 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 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or 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](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**



- 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;

**2 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> |   |
|--|-------------------------------------|---|
| Pure portland cement with a 95-100% clinker.   | 100                                 | % |
| Structural Steel - Fencing                     | 100                                 | % |
| Fasteners                                      | 100                                 | % |
| Wire products - Fully galvanised binding wire  | 100                                 | % |
| Wire products - Electrical wires               | 100                                 | % |
|  |                                     | % |

**3 Does any portion of the services, works or goods offered have any imported content?**

|     |  |    |  |
|-----|--|----|--|
| Yes |  | No |  |
|-----|--|----|--|

(Tick applicable box)

- 3.1. 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):

| <b>Currency</b> | <b>Rates of exchange</b> |
|-----------------|--------------------------|
| US Dollar       |                          |
| Pound Sterling  |                          |
| Euro            |                          |
| Yen             |                          |
| Other           |                          |

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

- 4** 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.

**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:**

\_\_\_\_\_  
*(Procurement Authority / Name of Institution):*

**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;
- (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.**

- (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 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

|                      |       |              |       |
|----------------------|-------|--------------|-------|
| <b>SIGNATURE:</b>    | _____ | <b>DATE:</b> | _____ |
| <b>WITNESS No. 1</b> | _____ | <b>DATE:</b> | _____ |
| <b>WITNESS No. 2</b> |       | <b>DATE:</b> |       |

## GENERAL CONDITIONS OF BID

Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and the neuter.

### 1. Definitions and Interpretations

- 1.1 “Employer” shall mean The KwaZulu Natal Nature Conservation Board (Herein after referred to as the Board)
- 1.2 Employer’s representative shall be: - Mr Sihle Mkhize – Acting Chief Executive Officer, Telephone No. - (033) 845 1511.

### 2. Issuing of Documents and Cost of Bidding

The Employer will not reimburse bidders for any expenses incurred in the preparation of the bids and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

### 3. Bid validity period

Unless a longer period is stipulated, all bids must remain binding for a minimum period of (120) working days (**excluding weekends and holidays**) from the date of the bid closing date.

### 4. Submission of Bids

The bid shall be signed by a person duly authorized to do so. Bids submitted by Joint Ventures of two or more firms shall be accompanied by the document of formation of the Joint Venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the Joint Venture will function, its period of duration, the persons authorized to represent, the participation of the several firms forming the Joint Venture, and any other information necessary to permit a full appraisal of its functioning. It shall state which of the signatories the lead partner is and whom the employer shall hold liable for the purpose of the bid offer.

A Bid submitted by:

- a) A registered Company may not be considered unless accompanied by a resolution of a Board of Directors of the Company authorizing the Bid to be made and the signatory to sign the bid on the Company’s behalf;
- b) A registered Close Corporation may not be considered unless accompanied by written authority from all the signatory members of the Close Corporation authorizing the bid to be made and the signatory to sign the bid on the Close Corporation’s behalf;
- c) A Partnership may not be considered unless duly signed by all partners or more parties duly authorized thereto to Power of Attorney by the parties, copy of which should accompany this bid document;
- d) A trust may not be considered unless duly signed by all trustees authorizing the bid to be made and the signatory to sign the bid on the Trust’s behalf.

Bids are to be submitted in a sealed envelope addressed to the Supply Chain Manager and must be placed in the bid box. This envelope should be endorsed with the following:

➤ **Bid Number: EKZNW 07/2022/23**

➤ **Description of Services:** Request for Quotation on Supply, delivery, and installation Perimeter Fence at Hluhluwe Imfolozi Park for Ezemvelo KZN Wildlife.

➤ **Closing date: 18 November 2022**

The employer shall not assume any responsibility for the misplacement or premature opening of the bid offer if the outer package is not sealed and marked as stated.

Failure to identify the envelope with the relevant and individual bid reference number may lead to the bid being disregarded. The envelope shall not contain documents relating to any bid other than that shown on the envelope

**No bid submitted by post, fax or other electronic means will be considered. Bids sent, via courier services will only be accepted if placed into the Bid Box. It is the Bidder's responsibility to ensure that this is done.**

A specific bid box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.

The employer shall return bid offer received after the closing time stated in the advertisement, unopened, (unless it is necessary to open a bid submission to obtain a forwarding address), to the bidder concerned. Bids must be submitted on the documentation provided by the Ezemvelo KZN Wildlife (original bid documents). Submitting a copy of the original bid document will invalidate your bid.

**5. Notices to Bidders**

Prior to the date for submission of bids, the Employer's Representative may issue notices to bidders in the form of circulars/addenda or modify the bid documents. A copy of each notice will be issued to every Bidder, who shall duly acknowledge receipt thereof. The "Notice to Bidder" circulars shall become part of the bid documents, and shall be signed by the Bidder and submitted with other bid documents.

**6. Amendments to Bid by Employer**

The Employer will adjust arithmetical errors in the extension of rates and totals in the bid and the Bidder will be informed of the effect of any corrections on its bid sum prior to the award of the contract. In such cases the unit will be taken as being correct.

**7. Bidder to satisfy itself as to Conditions and Circumstances of Bid**

The Bidder shall be deemed to have satisfied itself as to all the conditions and circumstances affecting the bid, **including the physical aspects of working areas**, and by the submission of a bid will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

Bidders are advised to check the number of pages and to satisfy themselves that none are missing or duplicated. No liability whatsoever will be recognised by KZN Wildlife in regard to any claim thereof.

**8. Alternative Bids**

Bidders who submit alternative bids may do so only after having submitted bids strictly in accordance with the Technical Specification, Scope of Work and Price Schedule. Should the Bidders wish to offer any alternative it shall state such alternative fully in covering documentation attached to its bid. Such documentation shall include a fully priced Price Schedule and precise details of such offer and any change in financial, constructional, maintenance or other risk between the base offer and the alternative.

**9. Qualification of Bids**

Bids which are qualified may be rejected and all other things being equal, will lead to rejection of the qualified bid in favour of any other non-qualified bid.

**10. Offering of a Commission or Gratuity**

If the Bidder, or any employee, is found to have either directly or indirectly offered, promised or given to any office bearer of the Employer any commission, gratuity, gift or other consideration, the Employer shall have the right to disqualify the bid and cancel any existing contracts without paying any compensation to the Bidder.

**11. Method of Award**

The Employer may award any contract to any one or more Suppliers at its discretion. The basis for any adjudication will be on consideration of a combination of the price/rates offered, functionality/technical and commercially acceptable bid(s). Black Economic Empowerment Achievements will also be taken into account.

**12. Acceptance of Bid**

The lowest, or any bid will not necessary be accepted and the Employer reserves the right to accept any bid either in whole, or in part or to withdraw.

Notification of acceptance of bid (an award of a contract) will be in writing signed by or on behalf of the Chief Executive Officer of the KZN Wildlife. Oral advice on the acceptance of a bid will not constitute any obligation towards, nor a contract between, a bidder and KZN Wildlife.

**13. Rejection of Bids**

Any bid which does not comply with the Conditions of Bid may be regarded as incomplete and may be rejected.

**14. Ownership of Documentation**

All documents relating to the bid remain the property of the Employer and a copy of the contract will be sent to the successful Bidder.

**15. Undertaking in Event of Withdrawal of Bid.**

Should the Bidder withdraw its bid during the specified period for which it holds good, or if when notified that its bid has been accepted, fails to provide the security required under this contract within the period stipulated in the contract, it shall pay to the Employer upon demand any increased amount between the breached bid and the bid that the Employer finally accepts, without prejudice to any other rights which the Employer may have in law against the Bidder.

The Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Bidder, under any other contract, or against any guarantee or deposit which may have been furnished by or on behalf of the Bidder for the due fulfillment of any other Contract between the Employer and the Bidder. Pending the ascertainment of the amount of the Bidder's liability to the Employer in terms of this Conditions of Bid, the Employer may retain such monies, guarantee or deposit as security for any loss which the Employer may sustain by reason of the Bidder's default.

**16. Precedence of Documentation**

Should there be a conflict within the contract documentation, the following shall be order of precedence:-

1. Form of Agreement (Contract)
2. Technical Specification/Terms of Reference
3. Price Schedule
4. Special Conditions of Contract

**17. Alterations or Corrections**

No unauthorised alteration or addition shall be made to the Agreement, Price Schedule, or any portion of the original text in the Bid Documents. If such addition or alteration is made, or if the Price Schedule is not properly completed, the Bid may be rejected.

Any amendment or correction in the Bid document of bided amount/sum/rate or other entry must be affected only by deleting the incorrect entry and writing the correct amount/sum/rate/entry just above it in **INK**. Each and every amendment/correction must be initialed by all signatories to the Bid.

The use of "TIPPEX" correcting fluid or any other similar substance to make corrections and/ or alterations **ANYWHERE** in the Bid Document is **NOT** permitted and any Bid altered/amended in such a manner may be declared invalid. The use of any erasable ink i.e. pencil will invalidate your bid.

**18. Confidentiality of Bid Documents**

All recipients of the bid documents shall, whether a bid is submitted or not, treat the details of the document as private and confidential and the general content shall not be disclosed or discussed with third parties without the prior approval of the Employer.

**19. Copyright**

No part of this document and any document enclosed with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Employer. Copyright is reserved on specifications, system and processes contained in the document. Any person, firm, body or consultant shall be responsible jointly and severally, in their personal and corporate capacities, for any contravention of this requirement for bidding and/ or any copyright clauses contained in the document.

**20. False Declarations**

All information requested in this document and provided by the Bidder is accepted in good faith as being true and accurate. Any false declaration or intentional omission of relevant facts will be viewed in a serious light by The Board, and should the true facts be established, that may disqualify the Bidder concerned.

**21. Consent to Risk Analysis and Access to Information**

The Bidder agrees that the Employer may use the services and records of specialists or a registered credit bureau and other suppliers for information required in the original and future assessment risk, both technical and commercial.

If the Bidder is a private or unlisted public company, close corporation, or other artificial person, then it undertakes to advise the Employer immediately in writing of any agreement concluded for the change of its shareholding, membership or ownership. In such event (or if the Bidder fails to advise the Employer as required in terms hereof), the Employer reserves the right to re-assess any risk.

**22. Prices quoted in bid documents**

All prices quoted in bid documents must be in South African currency and be inclusive of Value-Added Tax. Unless the price is broken down into separate components of (a) net price,(b) total price,(c) total price (i.e. including the tax consideration), the price quoted on a document will be **DEEMED** inclusive of value – Added Tax. No bid document which has not been priced (i.e. Bid prices not inserted in the spaces on the form/s provided therefore) will be admitted.

**23. Compulsory meeting (If applicable)**

Confirmation of attendance of compulsory inspection will be recorded on site. Non-attendance of compulsory site inspection/information/clarification meeting will invalidate your bid. Late entries will not be allowed. Bidder must be represented at the meeting by a person who is suitably qualified and experienced to comprehend the implications of the work.

**24. Tax Clearance Certificate**

A Valid Original Tax Clearance Certificate (or in the case of a Joint Venture, of all partners in the Joint Venture) must be submitted with the bid document.

Please note that your Tax Clearance Certificate will be verified with SARS prior to the award of this bid, you are therefore requested to ensure that your Tax Clearance Certificate is valid until the finalization.

**25. Certificates**

The following certificates must be provided with the bid document. If they are not provided the bidder's offer may be considered as non-responsive:

1. Company/CC/Trust/Partnership/Co-operative registration certificates
2. Joint Venture Agreement and Power of attorney in case of Joint Ventures
3. ID certificates in case of one-man concerns

**26. Eligibility**

A bidder will not be eligible to submit a bid if:

1. the bidder submitting the bid is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
2. the bidder submitting the bid is insolvent, bankrupt, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceeding in respect of the foregoing;
3. the bidder does not comply with the legal requirements stated in the Employer's procurement policy;
4. the bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capacity, personnel, experience and reputation to perform the contract.

**27. Arithmetical errors**

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

**28. Submitting a bid offer**

Bidder must submit one bid only, either as a single bidding entity or as a member in a Joint Venture to provide the whole of works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data. The bid must be only in the original bid document as obtained from Ezemvelo KZN Wildlife. Copied bid document will be disregarded.



## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 1.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 1.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 1.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin.

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

51. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
52. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
53. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
54. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

**2. Performance security**

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

## **2. Inspections, tests and analyses**

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 2.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 2.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 2.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 2.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 2.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 2.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 1.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 1.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **2. Delivery and documents**

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

## **3. Insurance**

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

## **4. Transportation**

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

## **5. Incidental Services**

- 5.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
  - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 5.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **6. Spare parts**

- 6.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
  - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **7. Warranty**

- 7.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 7.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 7.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 7.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 7.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **8. Payment**

- 8.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 8.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 8.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 8.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **9. Prices**

- 9.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **10. Contract amendments**

- 10.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **11. Assignment**

- 11.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **12. Subcontracts**

- 12.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **13. Delays in the supplier's performance**

- 13.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 13.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 13.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 13.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 13.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 13.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **14. Penalties**

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

## 15. Termination for default

- 15.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 15.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 15.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 15.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 15.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 15.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- 15.6.1 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 15.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.



## **16. Anti-dumping and countervailing duties and rights**

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

## **17. Force Majeure**

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

## **18. Termination for insolvency**

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

## **19. Settlement of Disputes**

- 19.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 19.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 19.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 19.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

19.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

## **20. Limitation of liability**

20.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **21. Governing language**

21.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **22. Applicable law**

22.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **23. Notices**

23.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

23.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **24. Taxes and duties**

24.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

24.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

24.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **25. National Industrial Participation (NIP) Programme**

25.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

## **26. Prohibition of Restrictive practices**

- 26.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 26.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

**AUTHORITY TO SIGN A BID**

**BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G  
HEREUNDER**

**A. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....  
.....Mr/Ms....., whose

signature appears below, has been authorised to sign all documents in connection with this bid on behalf of  
(Name of Close Corporation)

.....  
.....  
.....

**SIGNED ON BEHALF OF CLOSE CORPORATION:** ..... (PRINT  
NAME)

**IN HIS/HER CAPACITY AS** ..... **DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:**

1. ....
2. ....

**B. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on.....20....., Mr/Mrs.....

..... (whose signature appears below) has  
been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....  
(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:**

1. ....

2. ....

**C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)**

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as

.....

.....

.....  
**SIGNATURE**

.....  
**DATE**

**D. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner

Residential address

Signature

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

We, the undersigned partners in the business trading as.....

hereby authorise .....to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection

with this bid and /or contract on behalf of

.....  
**SIGNATURE**

.....  
**SIGNATURE**

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**DATE**

.....  
**DATE**

## **E CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20..... at .....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**

.....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

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

**WITNESSES:**

1. ....

2. ....

## **F. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on .....20.....,

Mr/Mrs..... and Mr/Mrs.....  
(whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNATURE:** .....

**DATE:** .....

## **G JOINT VENTURE**

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time

and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20.....,

Mr/Mrs....., Mr/Mrs.....

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....  
(PRINT NAME)

**SIGNATURE:** ..... **DATE:** .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....  
(PRINT NAME)

**SIGNATURE:** ..... **DATE:** .....



## SCOPE OF WORKS

Construction of 11 km predator proof Group 1 fence as specified in the attached specifications and material list.

- ☐ 16 strands predator proof fence
- ☐ Solar electric charging station and reticulation
- ☐ Herbicide
- ☐ Vegetation clearance

All other associated site works and civil installations

Work to be conducted according to standard and best practices with special care conducted to preparations and drying time between coats.

Contractor to comply with all applicable legislation.

## STRUCTURAL SPECIFICATIONS:

| Item            | Specification  |
|-----------------|--|
| Fence           | <ul style="list-style-type: none"> <li>- 1,8m high bonnox fence</li> <li>- 0.8m top - 3 strands barbed, 3 strands live (barbed, live, barbed, live, barbed, live) – earthed on barbed strand.</li> </ul>   |
| Posts           | Intermediate posts: Creosote treated poles 3.3m x 150mm diameter   |
|                 | Straining box posts: Creosote treated poles 3.3m x 150mm diameter  |
| Droppers        | <ul style="list-style-type: none"> <li>- Not needed in flat terrain but needed on hills. Every 2.5m on hills between the intermediates</li> <li>- 3, 050m x 40mm creosote treated poles</li> </ul>   |
| Electrification | <ul style="list-style-type: none"> <li>- Double live strand 250/300mm above ground on internal side of park complete with offset brackets every 7,5m and insulators</li> <li>- Eight electric live – five on the inside and three at the top and earth strand 2000mm, 2200mm and 2500mm above</li> </ul> |



|        |  |
|--------|--|
|        | <p>ground on internal side of park complete with offset brackets and insulators.</p> <ul style="list-style-type: none"> <li>- Four electric live on the outside and earth strand 250/300mm, 800mm above ground on external side of park complete with offset brackets and insulators</li> <li>- 'Stafix' cutout switches every 1000m or similar approved</li> <li>- Shockbox every 10 km, at least – without detection.</li> <li>- Solar panels with all fittings for the shockbox every 10km</li> </ul> |
| Other: | <ul style="list-style-type: none"> <li>- -All posts must be at a minimum depth of 500mm</li> <li>- -Straining boxes to be set in concrete bases</li> <li>- -Straining posts (single posts) every 100m</li> <li>- -Intermediate Straining box (double post) every 500m</li> <li>- -Main Straining boxes (three posts) every 1km</li> </ul>  |

## **EZEMVELO KZN WILDLIFE PREDATOR PROOF GROUP 1 GAME FENCE (Rev.0) SPECIFICATIONS**

### **1. GENERAL DESCRIPTION**

- 1.1 The length of required game fencing is specified in the document
- 1.2 The type of fence can generally be described as an electrified predator-proof big game fence.
- 1.3 Detail specifications for the fence are compiled for fences with timber posts for humid areas.
- 1.4 All galvanizing to be done to SABS 675.
- 1.5 Timber poles to be ordered in the required lengths and pre-treated with creosote to SABS 753. Should cutting of poles however occur, the newly cut ends must be treated to above SABS requirements.
- 1.6 The boundary should be staked out and bush-cleared by the Contractor prior to the commencement of the contract, to a width of at least 3 metres. The fence must be erected on the cleared area, at 1.5 metres from the side of the bush-clearing facing the inside of the reserve. The usable wood must be retrieved and carted to pre-designated areas while the remaining foliage be gathered in piles and burned under Ezemvelo supervision.
- 1.7 Weed killer to EKZNW (Ezemvelo KZN Wildlife) approval to be sprayed 500mm wide on both sides of the fence after completion of the contract.

## **2. DETAILED SPECIFICATION**

### **2.1 MAIN STRAINING BOXES**

2.1.1 a) **Main Straining Boxes (Three posts)** must be erected at:

- i) every corner, change of direction or bend exceeding 5° change of direction in the fence line;
- ii) at intervals of at least 1 000m along straight sections of the fence line;
- iii) at both sides of each gate; and
- iv) at significantly uneven terrain such as at river – and donga crossings and overridges, as will be identified during construction by and at the discretion of EKZNW.

2.1.1 b) **Main Straining Boxes (Five posts)** must be erected at:

- i) every corner, change of direction or bend exceeding 5° change of direction in the fence line.

2.1.2. a) The vertical and horizontal posts used in straining boxes must be creosote treated poles with a minimum diameter of 150mm and at least a 3.5mm wall thickness and at least 3300mm long bolted together with 13 mm diameter bolts, nuts and washers (all heavy galvanised).

### **2.2 INTERMEDIATE STRAINING BOX (Double Posts)**

2.2.1 Intermediate Straining Boxes must be erected at intervals of at least every 500m, halfway between Main Straining Boxes, wherever the Main Straining Boxes are more than 500m apart.

2.2.2 a) The vertical and horizontal posts used in straining boxes must be creosote treated poles with a minimum diameter of 127 mm and at least a 3.5 mm wall thickness and at least 3300 mm long bolted together with 13mm diameter bolts, nuts and washers (all heavy galvanised).

### **2.3 STRAINING POSTS (Single Posts)**

- 2.3.1 Straining posts must be erected at intervals of at least 100m.
- 2.3.2 a) The straining posts used must be creosote treated poles with a minimum diameter of 127mm and at least a 3.5mm wall thickness and at least 3 300mm long.
- 2.3.3 To allow for drainage, the bases of these poles must rest on the soil at the bottom of the hole; i.e. the bases must not be sealed with concrete or a base plate.
- 2.3.4 The height of these poles above ground level must be 3300mm high.
- 2.3.5 All welds or damage to the poles, bolts and nuts must be retreated similar to item 2.1.7 after erection of the poles.

### **2.4 STANDARDS AND DROPPERS**

- 2.4.1 a) 3 050mm Long Y profile creosote treated standards must be spaced at 10m intervals between the straining posts and boxes

## **2.5 FENCE**

The detailed specifications for the spacing of mesh and wire strands are listed as follows:

- 2.5.1 Heavy galvanized close mesh Bonnox/Field Fence (200mm between vertical stays) must be erected from ground level to a height of 1800mm around the entire boundary.

## **2.6 DONGA, RIVER AND DRAINAGE LINE CROSSINGS**

Donga and stream crossings must be fenced, with the following specifications:

- 2.6.1 On each bank of the crossing, a Main Straining Box, must be erected
- 2.6.2 Directly against each Main Straining Box, but without any connection thereto, must be erected an Intermediate Straining Box, as specified in section 2.2 of this document.

## **2.7 ELECTRIC FENCING**

- 2.7.1 The electric fencing must consist of eight Live /earth offset brackets offset brackets on the inside. There will be four offset brackets on the outside as per (if required by EKZNW). A steel tripwire, similar to the electric fence to be erected on 500mm long Y standards, 200mm above ground level and 300mm from the mesh fence inside the Park to protect tortoises. (if required by EKZNW)
- 2.7.2 High strain steel wire conductors with a diameter of not less than 2.24mm. (Heavy galvanised) wire on the coastal areas, as specified by EKZNW.
- 2.7.3 All insulators must be fire resistant and carry a 3-year UV guarantee. Large GFT typebobbins to be used
- 2.7.4 Straining points of the electrical wires at least every 250 meters with the offset bracketsspaced every 10 meters starting one meter from the straining point.
- 2.7.5 The electric fence to be wired in parallel.
- 2.7.6 Heavy duty knife edge type cut out switches to be fitted every one kilometre, at gates andflood gates
- 2.7.7 Solid zinc line clamps to be used on the coastal areas and hot dipped galvanised line clamps inland.
- 2.7.8 Only energisers that produce a cyclic wave pulse (Stafix or equal) to

EKZNW approval to be supplied. The energisers must carry a three year warranty.

- 2.7.9 In the event that battery/solar units are required, only 96 Amp hr deep cycle batteries and regulators as well 75 - 160W solar panels on corrosion proof stands must be supplied.
- 2.7.10 The energiser is to power not more than 30 kilometres. (However see item 2.7.12) The positioning of the energiser will be indicated to the Contractor. Energiser to be installed in the centre of the 10 kilometre section of fence to reduce resistance if possible.
- 2.7.11 The electrified fence to have a minimum output voltage of not less than 6000 volts measured at the end of the fence.
- 2.7.12 Lightning protection on the fence and at ESKOM point to be fitted in accordance with Stafix (or equal) specifications
- 2.7.13 Particular attention to be given to the correct earthing of the unit and fence in accordance with Stafix (or equal) specifications.
- 2.7.14 Digital voltmeters to be supplied. Three-year warranty. (Quantity required as per Enquiry Document).
- 2.7.15 Contractor to supply one "Electric Fence Power Probe" faultfinder to the Park Manager on the project.
- 2.7.16 Sufficient warning signs to safeguard EKZNW against prosecution have to be erected by the contractor.
- 2.7.17 On completion of the contract the Contractor will train the EKZNW staff on the basic principles of power fencing and fault finding.

## 1. CONTRACT PERIOD

This project will be for a period of **6 months** from the commencement date of the contract to be entered into with a successful service provider. The contract to be entered into with a successful service provider shall include a Service Level Agreement as well.

## 2. BIDDING PROCESS TIMELINES

This Bidding process shall be undertaken in accordance with the timelines set out in this document below. However, Ezemvelo reserves the right to reasonably modify this schedule at any time. As such, Ezemvelo shall not be liable for whatsoever liabilities that may be incurred by the Bidder in exercising its rights in this regard otherwise granted in this Bid or available under the laws of the Republic of South Africa.

| Activities  | Dates                      |
|---|----------------------------|
| Public Advertisement for the Bid at various platform  | 21 October 2022            |
| Compulsory site briefing                              | 01 November 2022, at 11h00 |
| Submission by Bidders of comments & clarity questions | 04 November 2022           |
| Response to Bidders questions                         | 08 November 2022           |
| Bid submissions – closing date                        | 18 November 2022           |

## EVALUATION CRITERIA AND METHODOLOGY

| CATEGORIES   | THRESHOLD   |
|--|---|
| <p><b><u>STAGE 1: MANDATORY REQUIREMENT AND COMPLIANCE.</u></b></p> <p><b><u>COMPLETENESS SCREENING</u></b></p> <p>In this stage all bids received will be verified for compliance and completeness of the submitted proposal per the set of bid conditions. Bidders who comply with the listed requirements progresses to the next stage. Bidders who fails to comply with the below requirements WILL be eliminated and bidders who comply with the below progresses to the next phase.</p> <ul style="list-style-type: none"> <li>▪ Bid documents must be properly received on the bid closing date and time specified on the invitation.</li> <li>▪ Bid documents must be properly fully completed, dated, signed in ink and initial every page of the bid.</li> <li>▪ Bidders must fully complete the SBD 6.2 and Annexure C as this bid is subjected to Local Content Compliance.</li> <li>▪ Submission of the bid document must be binded and is without tearing any pages off.</li> <li>▪ Bidders must ensure compliance with their tax obligations. No tender may be awarded to any tenderer whose tax matters have not been declared by the SARS to be in order.</li> <li>▪ In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.</li> <li>▪ No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members persons in the service of the state."</li> </ul> | 100%  |
| <p><b><u>STAGE 2: FUNCTIONALITY</u></b></p> <ul style="list-style-type: none"> <li>▪ The Bid functionality will be evaluated out of 100 points by using the following points weight categories. All Bids that scored below the <b><u>70 points</u></b> threshold marks on in this regard will be eliminated and not considered for further evaluation</li> </ul>   | 100   |
| <p><b><u>STAGE 3: PREFERENTIAL POINT EVALUATION</u></b></p> <ul style="list-style-type: none"> <li>▪ This bid will be evaluated using the 80/20 preference point system.</li> <li>▪ Bidders must comply with SBD 6.1 Declaration form to claim preference points.</li> </ul>   | <b>80 points for price</b><br><b>20 points for B-BBEE</b> |

## 1. MANDATORY REQUIREMENT

Bidders are to provide the required documents as per all mandatory requirements stipulated in this document.

**NOTE:** It is **MANDATORY** for the Bidder to submit relevant documentation in respect of the below and failure to do so will result in the bid being considered as incomplete and **THUS NOT BE CONSIDERED**.

| MANDATORY REQUIREMENT  | COMPLY | DO NOT COMPLY |
|--|--------|---------------|
| Bidder must have an active CIDB Grading of 5 SQ or higher  |        |               |
| Active letter of good standing from the Department of Labour (RSA) – Compensation for Occupational Injuries and Diseases Act (COIDA) |        |               |



## 2.FUNCTIONAL EVALUATION

### Functionality Criteria

The threshold score, below which tenderers are eliminated from further consideration, is **70%**

#### TENDER EVALUATION CRITERIA AND SCORING

The weighting for Functionality **70** out of **100** sub-points is as follows:

| Evaluation Criteria |  | Deliverables  | Points |          | Sub-Points |  | Sub-Criteria |
|---------------------|--|---|--------|----------|------------|--|--------------|
| 1,                  | Financial Standing   |   | 30     | Points   |            |  |              |
|                     | Tenderer to demonstrate their financial capacity in order to undertake the project | 3 months stamped bank statement as proof of working capital   | 30     | 30 of 30 | Sub-points | Proof of working capital of at least 10% of project value        |              |
|                     |  |   |        | 20 of 30 | Sub-points | Proof to cover working capital of at least 5% of project value   |              |
|                     |  |   |        | 10 of 30 | Sub-points | Proof to cover working capital of at least 2,5% of project value |              |
|                     |  | Or<br><br>Signed and dated Bank verification code letter  | 30     | 30 of 30 | Sub-       | Proof of signed Bank verification code rated <b>A</b>            |              |
|                     |  |   |        | 20 of 30 | Sub-       | Proof of signed Bank verification code rated <b>B</b>            |              |
|                     |  |   |        | 10 of 30 | Sub-       | Proof of signed Bank verification code rated <b>C</b>            |              |
| 2                   | Competency, Experience and Resource Capacity                                       |   | 20     | Points   |            |  |              |
|                     | Tenderer to demonstrate their competency and capacity to undertake the project     | Schedule of 3 or more projects of similar value and in nature within the last 5 years. Schedule must be supported by signed letters of appointments, Practical completion certificate and Final completion certificate signed by the awarding institution | 15     | 15 of 15 | Sub-points | 3 Set of 3 letters per projects                                  |              |
|                     |  |   |        | 10 of 15 | Sub-points | 2 Set of 3 letters per projects                                  |              |
|                     |  |   |        | 5 of 15  | Sub-points | 1 Set of 3 letters per projects                                  |              |
|                     |  | Reference letter from the institution or consultants for all the above listed projects stating the tenderers  | 5      | 5 of 5   | Sub-points | 3 letters  |              |
|                     |  | workmanship, technical skills, time/programme management  |        | 2.5 of 5 | Sub-points | 2 letters  |              |

|   |   |           |               |            |   |
|---|---|-----------|---------------|------------|---|
| 3   | <b>Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project</b>  | <b>30</b> | <b>Points</b> |            |   |
| <p>Demonstration of the tenderer's human resource capacity and technical competency for the project</p> <ul style="list-style-type: none"> <li>- Contracts Manager</li> <li>- Site foreman</li> <li>- Safety officer</li> </ul> <p>Detailed proposed project team organogram that sets out the roles and responsibilities of each proposed team member, which is backed up by their curriculum vitae; demonstrating extensive experience in projects of similar value and Built environment or Civil works.</p> | <p><b>Contracts Manager:</b></p> <ul style="list-style-type: none"> <li>• relevant qualification</li> <li>• minimum 5 years of experience</li> <li>• minimum of 3 contactable references</li> </ul> | 10        | 3             | Sub-points | NQF level 6 qualification in the built environment  |
|   |   |           | 4             | Sub-points | 2-3 years =2 points<br>3-4 years =3 points<br>5 years = 4 points  |
|   |   |           | 3             | Sub-points | Positive references<br><br>1 point will be allocated per positive reference up to a maximum of 3 points |
|   | <p><b>Site Foreman</b></p> <ul style="list-style-type: none"> <li>•relevant qualification</li> <li>•minimum 5 years of experience</li> <li>•minimum of 3 contactable references</li> </ul>          | 10        | 3             | Sub-points | NQF level 4 qualification in the built environment  |
|   |   |           | 4             | Sub-points | 2-3 years =2 points<br>3-4 years =3 points<br>5 years = 4 points  |
|   |   |           | 3             | Sub-points | Positive references<br><br>1 point will be allocated per positive reference up to a maximum of 3 points |
|   | <p><b>Safety Officer</b></p> <ul style="list-style-type: none"> <li>• Relevant qualification</li> <li>• minimum of 5 years' experience</li> <li>• minimum of 3 contact</li> </ul>                   | 10        | 3             |            | NQF level 6 qualification in the Occupational Health and Safety environment                             |
|   |   |           | 4             |            | 2-3 years =2 points<br>3-4 years =3 points<br>5 years = 4 points  |
|   |   |           | 3             |            | Positive references<br>1 point will be allocated per positive reference up to a maximum of 3 points     |

| 5 | Methodology and Approach  | Deliverables/<br>scoring criteria  | 20          | Points |          |            |   |
|---|---|--|-------------|--------|----------|------------|---|
|   | Tenderer to demonstrate their technical and project management capabilities | Site establishment indicating proposed layout for all prescribed facilities, hoarding, etc. Construction approach & Methodology (Detailed work plan/programme on how the tenderer intends to carry out the construction works without hindering the day to day operations of the building and tenants) and material storage, handling and distribution |             |        | 15 to 20 | Sub-points | Good: Exceptional outline of the methodology and approach   |
|   |   |  |             |        | 10 to 20 | Sub-points | Satisfactory: Basic outline of methodology and approach     |
|   |   |  |             |        | 5 to 20  | Sub-points | Weak: Inability to outline a clear methodology and approach |
|   |   |  | TOTAL = 100 |        |          |            |   |



| <b>SCHEDULE OF WORK EXPERIENCE*Supporting documentation must be provided.</b> The bidder is requested to furnish details of work experience for similar project undertaken. Name of company where services were rendered, Contact Person and Telephone Number | Description of Contract/Project | Value of Contract/ Project (Incl. VAT) | Duration of Contract/ Project | Date Completed or to be completed |
|---|---------------------------------|--|-------------------------------|-----------------------------------|
| 1. _____<br>(Company)<br>_____<br>(Contact Person)<br>_____<br>(Telephone Number)   |                                 |  |                               |                                   |
| 2. _____<br>(Company)<br>_____<br>(Contact Person)<br>_____<br>(Telephone Number)   |                                 |  |                               |                                   |
| 3. _____<br>(Company)<br>_____<br>(Contact Person)<br>_____<br>(Telephone Number)   |                                 |  |                               |                                   |

*(If space provided is insufficient, please attach an Annexure hereto)*

## Annexure C - Standard Conditions of Tender

Note: Where this document refers to tenderer or tender it shall be read as bidder or bid.

### C General

1

#### C.1.1 Actions

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

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderer's 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 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.

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

#### C.1.2 Tender Documents

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

#### C.1.3 Interpretation

C.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.

C.1.3.2 These conditions of tender, the **tender data** and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.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 tenderer 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 tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- 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;
- 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.

#### **C.1.4 Communication and employer's agent**

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

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

- C.1.5.1** An employer may, prior to the award of the tender, cancel a tender if-
  - a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
  - b) funds are no longer available to cover the total envisaged expenditure; or
  - c) no acceptable tenders are received.
  - d) there is a material irregularity in the tender process.
- C.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.
- C.1.5.3** An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

#### **C.1.6.2 Competitive negotiation procedure**

##### **C.1.6.2.1**

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

**C.1.6.2.2**

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

**C.1.6.2.3**

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

**C.1.6.2.4**

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

**C.1.6.3 Proposal procedure using the two stage-system**

**C.1.6.3.1**

**Option 1**

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

**F.1.6.3.2**

**Option 2**

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

**C.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.

**C**

**. Tenderer's obligations**

**2**

**C.2.1**

**Eligibility**

**C.2.1.1**

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



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

**C.2.2 Cost of tendering**

- C.2.2.1** Accept that, unless otherwise stated in the **tender data**, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

- C.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

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

**C.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.

**C.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.

**C.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.

**C.2.7 Clarification meeting**

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

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the **tender data**.

**C.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 tenderer is advised to seek qualified advice regarding insurance.

**C.2.10 Pricing the tender offer**

- C.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the **tender data**.
- C.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.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**.
- C.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.

**C.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 tenderer. All signatories to the tender offer shall initial all such alterations.

**C.2.12 Alternative tender offers**

- C.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.
- C.2.12.2** Accept that an alternative tender offer must be based only on the criteria stated in the **tender data** or criteria otherwise acceptable to the employer.
- C.2.12.3** An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

- C.2.13.1** Submit one tender offer only, either as 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**.
- C.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.
- C.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.
- C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the **tender data**. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.

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

**C.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**.

**C.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.

**C.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**.

**C.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.

**C.2.15 Closing time**

**C.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.

**C.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.

**C.2.16 Tender offer validity**

**C.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**.

**C.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.

**C.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. If the validity period lapses before the employer evaluating the tender offer(s), the contractor reserves the right to review the price based on Consumer Price Index (CPI)

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

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

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

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

**C.2.18 Provide other material**

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

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

**C.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**.

**C.2.20 Submit securities, bonds and policies**

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**.

**C.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.

**C.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**.

**C.2.23 Certificates**

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

**C**

**. The employer's undertakings**

**3**

**C.3.1 Respond to request from the tenderer**

**C.3.1.1** Unless otherwise stated in the **tender data**, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the **tender data** and notify all tenderers who collected tender documents.

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

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) days before the tender closing time stated in the **tender data**. If, as a result a tenderer applies for an extension to the closing time stated in the **tender data**, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

**C.3.3 Return late tender offers**

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

**C.3.4 Opening of tender submissions**

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

**C.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the **tender data**, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its B-BBEE status level and time for completion for the main tender offer only.

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

**C.3.5 Two-envelope system**

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

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

**C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

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

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

### **C.3.8 Test for responsiveness**

**C.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.

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

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

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

### **C.3.9 Arithmetical errors, omissions and discrepancies**

**C.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.

**C.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.1.1 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 items 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.

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

#### **C.3.10 Clarification of a tender offer**

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

#### **C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures

| The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements: |  |
|--|--|
| Requirement  | Qualitative interpretation of goal   |
| Fair   | The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.  |
| Equitable  | Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.   |
| Transparent  | The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.         |
| Competitive  | The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.  |
| Cost effective   | The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes. |

#### **The activities associated with evaluating tender offers are as follows:**

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive
- Evaluate tender offers
- Determine if there are any grounds for disqualification
- Determine acceptability of preferred tenderer
- Prepare a tender evaluation report
- Confirm the recommendation contained in the tender evaluation report

##### **C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of tender offer**

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

- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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.

**C.3.14 Prepare contract documents**

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

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

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

**C.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.

**C.3.16 Registration of the Award**

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.



**C.3.17 Provide copies of the contracts**

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

**C.3.18 Provide written reasons for actions taken**

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

| RECORD OF ADDENDA TO TENDER DOCUMENTS |   |
|---------------------------------------|---|
| Project title:                        | HLUHLUWE IMFOLOZI PARK: INSTALLATION OF PERIMETER FENCE |

The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

|   | Date | Title or Details | No. of Pages |
|---|------|------------------|--------------|
| 1   |      |                  |              |
| 2   |      |                  |              |
| 3   |      |                  |              |
| 4   |      |                  |              |
| 5   |      |                  |              |
| 6   |      |                  |              |
| 7   |      |                  |              |
| 8   |      |                  |              |
| 9   |      |                  |              |
| 10  |      |                  |              |
| 11  |      |                  |              |
| 12  |      |                  |              |
| 13  |      |                  |              |
| Attach Additional Pages if more space is required |      |                  |              |

|  |  |                 |  |
|--|--|-----------------|--|
| <b>Tenderer to attach proof of receipt of above listed addenda</b> |  |                 |  |
| <b>Signed</b>  |  | <b>Date</b>     |  |
| <b>Name</b>  |  | <b>Position</b> |  |
| <b>Tenderer</b>  |  |                 |  |

**General Conditions of Contract for Construction Works, Third Edition (2015)**

**PRO FORMAS**

The General Conditions of Contract for Construction Works, Third Edition (2015) has been compiled on the basis that the following supplementary documentation in the format of pro formas, once completed by the party or parties as relevant, shall form part of the Contract.

Appendix 1: Form of Offer and Acceptance

Appendix 2: Contract Data

Appendix 3: Performance Guarantee

## Appendix 1

### General Conditions of Contract for Construction Works, Third Edition (2015)

#### PRO FORMA FORM OF OFFER AND ACCEPTANCE

(Agreement)

##### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

##### **HLUHLUWE IMFOLOZI PARK: INSTALLATION OF PERIMETER FENCE**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

.....  
.....Rand (in words); R..... (in figures).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

##### **For the Tenderer:**

Signature: .....

Name: .....

Capacity: .....

Name and address of organisation:

.....

.....

.....

##### **Signature and name of witness:**

Signature: .....

**Name:** .....

**Date:** .....

**Acceptance**

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

The terms of the contract, are contained in

- Part 1 Agreements and Contract Data, (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 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 listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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.

**For the Employer:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Name and address of organisation:**

.....  
.....  
.....

**Signature and name of witness:**

**Signature:** .....

**Name:** .....

**Date:** .....

## Schedule of Deviations

### Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1    **Subject** .....  
      **Details** .....

2    **Subject** .....  
      **Details** .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer 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 Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

### For the Tenderer:

### For the Employer:

..... **Signature** .....

..... **Name** .....

..... **Capacity** .....

### Name and address of organisation:

### Name and address of organisation:

.....

.....

.....

.....

.....

.....

..... **Witness signature** .....

..... **Witness name** .....

..... **Date** .....

**CONFIRMATION OF RECEIPT**

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the ..... (day)

of ..... (month)

20..... (year)

at ..... (place)

**For the Contractor:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Signature and name of witness:**

**Signature:** .....

**Name:** .....

## Appendix 2

### General Conditions of Contract for Construction Works, Third Edition (2015)

#### PRO FORMA CONTRACT DATA

| REFERENCE        | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER   |
|------------------|---|
| <b>1.</b>        | <b>GENERAL</b>  |
| Clause 1.1.1.13: | The Defects Liability Period is 12 months for the whole of the works.   |
| Clause 1.1.1.14: | The time for achieving Practical Completion is <b>6 months</b> from the Commencement Date, including non-working days and special non-working days.   |
| Clause 1.1.1.26: | Pricing Strategy: The Contract is to be a Re-measurement Contract.  |
| Clause 1.1.1.15: | <b>Name of Employer:</b> Ezemvelo KZN Wildlife  |
| Clause 1.2.1.2:  | <b>Address of Employer:</b><br><br><div> <div> <u>Physical:</u><br/> Ezemvelo KZN Wildlife<br/> Queen Elizabeth Park<br/> No. 1 Peter Brown Drive<br/> Montrose, Pietermaritzburg<br/> 3201<br/> E-Mail: <a href="mailto:dlaminith@kznwildlife.com">dlaminith@kznwildlife.com</a><br/> Telephone No: (033) 845 1913 </div> <div> <u>Postal:</u><br/> Ezemvelo KZN Wildlife<br/> P O Box 13053<br/> Cascades<br/> 3202 </div> </div>       |
| Clause 1.1.1.16: | <b>Name of Employer's Agent:</b> Ezemvelo KZN Wildlife  |
| Clause 1.2.1.2:  | <b>Address of Employer's Agent:</b><br><br><div> <div> <u>Physical:</u><br/> Ezemvelo KZN Wildlife<br/> Queen Elizabeth Park<br/> No. 1 Peter Brown Drive<br/> Montrose, Pietermaritzburg<br/> 3201<br/> E-mail: <a href="mailto:dlaminith@kznwildlife.com">dlaminith@kznwildlife.com</a><br/> Telephone No: 033 845 1913 </div> <div> <u>Postal:</u><br/> Ezemvelo KZN Wildlife<br/> P O Box 13053<br/> Cascades<br/> 3202 </div> </div> |



| REFERENCE                        | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER   |
|----------------------------------|---|
| 5.                               | <b>TIME AND RELATED MATTERS</b>   |
| Clauses 5.3.1 and 5.3.2:         | <p>Where the Employer <b><u>is not required</u></b> to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within <u>14 days</u> from the Commencement Date:</p> <p>The documents required before commencing to carry out the Works:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (refer to Clause 4.3)</li> <li>• Initial Programme (refer to Clause 5.6)</li> <li>• Security (refer to Clause 6.2)</li> <li>• Insurance (refer to Clause 8.6)</li> </ul>   |
| Clauses GCC 5.3.1 and GCC 5.3.2: | <p>Where the Employer <b><u>is required</u></b> to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within <u>14 days</u> from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect:</p> <p>The documents required before commencing to carry out the Works:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (refer to Clause 4.3)</li> <li>• Initial Programme (refer to Clause 5.6)</li> <li>• Security (refer to Clause 6.2)</li> <li>• Insurance (refer to Clause 8.6)</li> </ul> |

| REFERENCE      | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER  |
|----------------|--|
| Clause 5.8.1:  | <p>The non-working days are Sundays.</p> <p>The special non-working days are the construction industry year end break, and all Nationally Recognized Public Holidays.</p> <p>First Year end break - commences      <b>09-Dec-22</b>    ends on   <b>09-Jan-22</b><br/> Second Year end break - commences      <b>09-Dec-22</b>    ends on   <b>09-Jan-23</b><br/> Third Year end break - commences      <b>15-Dec-23</b>    ends on   <b>15-Jan-24</b></p> |
| Clause 5.13.1: | The penalty for failing to complete the Works is <b>0,04%</b> of the Contract Sum per day.   |
| Clause 5.16.3: | The latent defects period is 5 years.  |
| Clause 6.2.2:  | Replace the following "...it shall be deemed that the Contractor has selected a security of ten percent retention of the value of the Works." with "...it shall be deemed that the Contractor has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax."   |

| REFERENCE                     | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER   |
|-------------------------------|---|
| <b>6.</b>                     | <b>PAYMENT AND RELATED MATTERS</b>  |
| Clause 6.8.1<br>Clauses 6.8.2 | Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 6 months and the contract exceeds R1,000,000.00, be subject to a Contract Price Adjustment Factor.   |
| GCC 6.8.2 and 6.8.3:          | Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule." must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2018)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa. Bidders are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Bidders of lists of additional items." |
| Clause 6.10.1.5:              | The percentage advance on materials not yet built into the Permanent Works is 80%.  |
| Clause 6.10.3:                | The percentage retention on the amounts due to the Contractor is 10%.<br><br>The limit of retention money is 5% of the first One Million Rand plus 1.6% of the remaining amount of the tender offer excluding Contract Price Adjustment, contingencies and VAT.<br><br>A retention guarantees in lieu of a cash retention is permitted.   |
| <b>8.</b>                     | <b>RISKS AND RELATED MATTERS</b>  |
| Clause 8.6.1.1.2:             | The value of Plant and materials supplied by the Employer to be included in the insurance sum is <u>NIL</u> .   |
| Clause 8.6.1.1.3:             | The amount to cover professional fees for repairing or reinstatement of damage to the Works to be included in the insurance sum is <u>NIL</u> .   |
| Clause 8.6.1.2:               | Special Risks Insurance issued by SASRIA is required.   |
| Clause 8.6.1.3:               | The limit of indemnity for liability insurance is <u>R10 000 000.00 (ten million Rand only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.  |
| <b>10.</b>                    | <b>CLAIMS AND DISPUTES</b>  |
| Clause 10.5.3:                | The number of Adjudication Board Members to be appointed is one.  |
| Clause 10.7.1:                | Unresolved disputes shall be referred to arbitration only.  |

## C1.2.2: CONTRACT DATA

### (i) **PART B: DATA PROVIDED BY THE CONTRACTOR**

The following contract specific data are applicable to this contract.

| REFERENCE       | CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR   |
|-----------------|---|
| 1.              | <b>GENERAL</b>  |
| Clause 1.1.1.9: | <b>Name of the Contractor:</b><br>.....   |
| Clause 1.2.1.2: | .....<br><b>Address of the Contractor:</b><br><br><div style="display: flex; justify-content: space-between;"> <div> <b>Physical:</b><br/> .....<br/> .....<br/> .....<br/> ..... </div> <div> <b>Postal:</b><br/> .....<br/> .....<br/> .....<br/> ..... </div> </div>   |
| 6.              | <b>PAYMENT AND RELATED MATTERS</b>  |
| Alternative A:  | <p>Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)</p> <p>For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment Provisions: -</p> <ul style="list-style-type: none"> <li>- An amount which shall not be varied.</li> <li>- An amount varied in proportion to the contract value as compared to the Contract Sum.</li> <li>- An amount varied in proportion to the Construction Period as compared to the initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement.</li> </ul> <p>The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section</p> <p>If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows:</p> <p style="margin-left: 40px;">0% of the amount shall not be varied</p> <p style="margin-left: 40px;">10% of the amount shall not be varied</p> |

| Alternative B:  | <p>15% varied in proportion of the Contract Value to the Contract Sum</p> <p>75% varied in proportion to the revised Construction period compared with the initial Construction Period</p> <p>Sectional Completion: Subdivision of Preliminaries Costs</p> <p>For the adjustment of preliminaries for sections of the work the value of fixed, value, and time related amounts of the preliminaries for each section is required. The contractor is to provide such information within fifteen (15) working days of taking possession of the site, failing which the categorised preliminaries amounts shall be prorated to the value of each section.</p> <p>The above shall apply equally for projects where sectional completion was not contemplated at tender stage but subsequently occurred on an ad hoc basis during construction of the works as agreed between the client and the employer. The original priced categorized amounts for fixed, value, and time related amounts shall be prorated to the value of each section.</p> <p>When an extension of time has been granted in terms of the GCC and the preliminaries require to be adjusted accordingly, the pertinent sectional (subdivided) categorised preliminaries amounts shall be utilised, where applicable and not the overall preliminary amounts.</p> <p>Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorized amounts into sections. Should the Contractor fail to provide such information within the period stipulated the categorized amounts shall be prorated to the value of each section.</p> <p>The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme. (Not Applicable).</p> <p>The contractor is informed that only option 'A' shall apply</p> |                  |   |  |  |   |  |
|---|--|------------------|---|--|--|---|--|
|   |  |                  |   |  |  |   |  |
| Guarantee Options:                                      | <p>The Bidder agrees to provide a bank or insurance guarantee in accordance with clause 6.2.3 of the Conditions of the GCC 2015 Contract within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.</p> <p>Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short-Term Insurance Act No 53 of 1998) or by a bank duly registered in terms of the Banks Act No 94 of 1990, on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p> <p>"the Bidder accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value will be applicable and will be reduced by the Employer in terms of the applicable conditions of contract.</p> <p>"</p> <table border="1" data-bbox="424 1854 1377 2049"> <thead> <tr> <th data-bbox="424 1854 1165 1982">Type of security</th><th data-bbox="1165 1854 1377 1982">Contractor's choice<br/>(Indicate "Yes" or "No")</th></tr> </thead> <tbody> <tr> <td data-bbox="424 1982 1165 2016">Cash deposit of 10% of the Contract Sum.</td><td data-bbox="1165 1982 1377 2016"></td></tr> <tr> <td data-bbox="424 2016 1165 2049">Fixed Performance Guarantee of 10% of the Contract Sum.</td><td data-bbox="1165 2016 1377 2049"></td></tr> </tbody> </table>   | Type of security | Contractor's choice<br>(Indicate "Yes" or "No") | Cash deposit of 10% of the Contract Sum. |  | Fixed Performance Guarantee of 10% of the Contract Sum. |  |
| Type of security  | Contractor's choice<br>(Indicate "Yes" or "No")  |                  |   |  |  |   |  |
| Cash deposit of 10% of the Contract Sum.                |  |                  |   |  |  |   |  |
| Fixed Performance Guarantee of 10% of the Contract Sum. |  |                  |   |  |  |   |  |

|   |   |  |
|---|---|--|
|   | <i>Cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT).</i>                |  |
|   | <i>Bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT).</i> |  |
| <p>NOTE: Where the Bidder has not selected one of the guarantee options above, the default option will be as if the Bidder has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax. - See GCC 2015 clause 6.2.2 as amended in Contract Data.</p> |   |  |

General Conditions of Contract for Construction Works, Third Edition (2015)

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address: .....

"Employer" means: Ezemvelo KZN Wildlife

"Contractor" means: .....

"Employer's Agent" means: Ezemvelo KZN Wildlife

"Works" means: Hluhluwe Imfolozi Park: Installation of Perimeter Fence

"Site" means: Hluhluwe Imfolozi Park

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R .....

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R .....

Amount in words: .....

Type of Performance Guarantee: Fixed

"Expiry Date" means: Practical Completion date or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

**CONTRACT DETAILS**

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

**1. FIXED PERFORMANCE GUARANTEE**

- 1.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 1.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 1.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

**2. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

- 2.1 The Guarantor hereby acknowledges that:
  - 2.1.1 Any reference in this Performance Guarantee to the Contract 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.

- 2.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 2.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
  - 2.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2.
  - 2.2.2 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) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
  - 2.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 2.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to 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 Performance Guarantee, such demand stating that:
  - 2.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
  - 2.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
  - 2.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 2.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 2.5 Where the Guarantor has made payment in terms of 3.3, 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 this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance 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.
- 2.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 2.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 2.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 2.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 2.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity.....



**Guarantor's signatory (2)** .....  
**Capacity** .....  
**Witness signatory (1)** .....  
**Witness signatory (2)** .....

**PRICING INSTRUCTIONS**  
**GCC FOR CONSTRUCTION WORKS (Third Edition 2015)**

|                       |  |
|-----------------------|--|
| <b>Project title:</b> | <b>HLUHLUWE IMFOLOZI PARK: INSTALLATION OF PARAMETER FENCE</b> |
|-----------------------|--|

**C2.1 Pricing Instructions**

|          |   |
|----------|---|
|          | <p>Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")</p> <p>The adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by insertion of "F", "V", "T" as the case may be against the price in the "rate" column immediately preceding the "amount" column, where "F" denotes a fixed amount (amount not varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount variable in proportion to time.</p>   |
| <b>1</b> | <p><b>MASSES AND MEASURING UNITS</b></p> <p>These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto.</p> <p>The pages of each of these documents are numbered consecutively and before the Bidder submits his bid he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the documents contain any obvious error, he should apply to the Head : Public Works AT ONCE and have same rectified as no liability whatsoever will be admitted by the Administration in respect of errors in Tender due to the foregoing.</p> |
| <b>2</b> | <p><b>PRICES FOR VARIATIONS</b></p> <p>Where prices or quotations for variations are submitted by the Contractor during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Employer and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.</p>  |
| <b>3</b> | <p><b>SCALE</b></p> <p>The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.</p>  |
| <b>4</b> | <p><b>PROVISIONAL ITEMS</b></p> <p>All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for.</p> <p>No work for which "Provisional" items are allowed shall be commenced without written instructions from the Employer.</p>  |
| <b>5</b> | <p><b>TIMELY ORDERING OF MATERIALS</b></p> <p>The Contractor is warned to place all orders for materials or special articles as early as possible, as he will be held solely responsible for any delay in the delivery of such goods. Nevertheless this tender is conditional upon no liability being attached to the Contractor if delivery of materials is rendered impossible by reason of any act of the Government.</p>  |

|    |   |
|----|---|
| 6  | <p><b>ELECTRICAL LIGHTING, POWER AND WATER REQUIREMENTS</b></p> <p>The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Employer.</p> <p>The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.</p> <p>Bidders are advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.</p>  |
| 7  | <p><b>IMPORT PERMITS, DUTIES AND SURCHARGES.</b></p> <p>All bids by means of which imported products are being called for, must use the rate of exchange 14 days prior to the closing date indicated in the bid documents. If this day falls on a weekend or public holiday, the next working day must be used.</p> <p>Furthermore, Bidders must submit documentary proof (in the form of a certified copy) from their bank or legally recognised financial institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above.</p> <p>Together with this, the Bidder must confirm that the tender price relating to an imported product, was based on the rate of exchange 14 days prior to the closing date as mentioned above.</p>  |
| 8  | <p><b>STANDARD SYSTEM OF MEASUREMENT WHERE BILLS OF QUANTITIES FORM PART OF THE BID DOCUMENTS</b></p> <p>The work executed under this Contract has been measured in accordance with the;</p> <p style="text-align: center;"><b>Standard System of Measuring Builders Work (7th Edition)</b></p> <p>including all amendments unless descriptions of items indicate a deviation, and it shall be understood that the system of measurement which is herein adopted is the only system of measurement which will be recognised in connection with this contract. Any contradictions to this system of measurement contained in the "The General Preambles for Trades 2017" shall be disregarded (unless same have been accommodated in the system of measurement) but applicable rates shall be included for all requirements stated and not measured separately in compliance with this system.</p> |
| 9  | <p><b>PRICING OF ROCK EXCAVATIONS</b></p> <p>It is a condition of this bid that should the bidder elect to price the Rock Excavation included in this bid, the rates must be market related and should be identically priced for the same classification of excavations and not vary for similar billed items in the different sections.</p>  |
| 10 | <p><b>BROAD BASED BLACK ECONOMIC EMPOWERMENT</b></p>  |

1. It is the deliberate policy of the Provincial Administration of KwaZulu-Natal to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of the Provincial Administration of KwaZulu-Natal. Subject to these constraints and also subject to good business practise and commercial consideration, it is therefore considered appropriate that the Provincial Administration of KwaZulu-Natal should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes.
2. In responding to this tender, you are therefore encouraged to devote attention to these two subjects of Affirmative Action and Economic Empowerment. In addition, in considering the appointment of sub-contractors, you are requested to extend the spirit of these policies.
3. The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this bid.

#### 11 REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the verification functionality of key supplier information.
2. Prospective suppliers will be able to self - register on the CSD website: [www.csd.gov.za](http://www.csd.gov.za)
3. Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.
4. Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.
5. Bidders are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:

|   |  |
|---|--|
| <b>Name of Supplier</b>                                 |  |
| <b>Central Supplier Database (CSD) Supplier Number:</b> |  |

#### 12 TAX CLEARANCE REQUIREMENTS

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.**

- 1 In order to meet this requirement bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign bidders / individuals who wish to submit bids.

|                                       |  |  |
|---------------------------------------|--|--|
| 2                                     | SARS will then furnish the bidder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.  |  |
| 3                                     | In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.  |  |
| 4                                     | Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .   |  |
| 5                                     | Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .   |  |
| 6                                     | Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .   |  |
| Security PIN Number                   |  |  |
| Company / Entity Tax Reference Number |  |  |
| 13                                    | <b>BILLS OF QUANTITIES/LUMP SUM DOCUMENT</b><br><br>The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Bid, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.  |  |
| 14                                    | <b>VALUE ADDED TAX</b><br><br>The bid price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.   |  |
| 15                                    | <b>FIXED PRICE CONTRACT</b><br><br>Should the Bills of Quantities/Lump Sum Document be a fixed price contract, the following clause must be inserted in the Pricing Instructions:<br><br>Bidders are to take note that the contract price adjustments are not applicable to this contract. Bidders should therefore make provision in the Contract Sum, schedule of rates, etc. for possible price increases during the contract period, as no claims in this regard shall be entertained. |  |

**C3.1 SCOPE OF WORKS**  
**GCC FOR CONSTRUCTION WORKS (3<sup>rd</sup> Edition of 2015)**

Scope of Works complied in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004

**Project title:** **HLUHLUWE IMFOLOZI PARK: INSTALLATION OF PARAMETER FENCE**

|            |  |
|------------|--|
| <b>1</b>   | <p><b><u>SECTION 1</u></b></p> <p><b><u>EXTENT OF THE WORKS</u></b></p> <p><b>1.1 EMPLOYERS OBJECTIVES</b></p> <p>To install a new fence perimeter fence to improve security</p> <p><b>1.2 OVERVIEW OF THE WORKS</b></p> <p>Replacement of perimeter fence</p> <p><b>1.3 EXTENT OF THE WORKS</b></p> <p>The works comprises of but is not limited to, the installation of a new perimeter fence. Construction of 11 km predator proof Group 1 fence as specified in the attached specifications and material list.</p> <ul style="list-style-type: none"> <li>• 16 strands predator proof fence</li> <li>• Solar electric charging station and reticulation</li> <li>• Herbicide</li> <li>• Vegetation clearance</li> </ul> <p>All other associated site works and civil installations</p> <p><b>1.4 LOCATION OF THE WORKS</b></p> <p>The site is situated at Hluhluwe Imfolozi Park, Big Five Hlabisa. GPS co-ordinates of the site • Latitude: 28.2198° S • Longitude: 31.9519° E</p> <p><b>1.5 TEMPORARY WORKS</b></p> <p>All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993)</p> |
| <b>2</b>   | <p><b><u>ENGINEERING</u></b></p> <p><b>2.1 EMPLOYER'S DESIGN</b></p> <p>N/A</p> <p><b>2.2 DESIGN BRIEF</b></p> <p>To install a new fence perimeter fence to improve security</p> <p><b>2.3 DRAWINGS</b></p> <p>N/A</p>   |
| <b>2.4</b> | <p><b>DESIGN PROCEDURES</b></p> <p>Civil works complies with SANS 10400.</p>   |

3

## **PROCUREMENT**

3.1

### **PREFERENTIAL PROCUREMENT PROCEDURES**

This bid will be subject to the implementation of the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. Bidders are referred to [www.kzntreasury.gov.za](http://www.kzntreasury.gov.za) for access to the relevant documents. Bidders are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of bids appeals and other matters.

3.2

### **RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT**

NOTE: This project will be adjudicated as not exceeding R 50,000 000,00

3.3

### **SCOPE OF MANDATORY SUBCONTRACT WORK**

Not applicable

3.4

### **PREFERRED SUBCONTRACTORS/SUPPLIERS**

Not applicable

3.5

### **SUBCONTRACTING PROCEDURES**

Not applicable

4

## **CONSTRUCTION**

4.1

### **APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS**

The Contractor is referred to the "The General Preambles for Trades 2017", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", before pricing Bills of Quantities/Lump Sum documents.

Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.

Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not.

The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract.

The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these bid documents. Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sums documents, it shall be deemed to mean "Contractor" as defined.

**4.2 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS**

See above 4.1

**4.3 PARTICULAR / GENERIC SPECIFICATIONS**

The Contractor is referred to the following documents whether attached to this document or not:

**SPECIFICATION**

**PAGES**

Specification for HIV/AIDS Awareness (CIDB)

HIV1 TO HIV3

**4.4 CERTIFICATION BY RECOGNIZED BODIES**

Only contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.

**4.5 AGREEMENT CERTIFICATES**

Not applicable

**4.6 PLANT AND MATERIAL PROVIDED BY THE EMPLOYER**

Not applicable

**4.7 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER**

Not applicable

**4.8 OTHER SERVICES AND FACILITIES**

The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration. The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed. The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.



5

**MANAGEMENT**

5.1

**APPLICABLE SANS 1921 STANDARDS**

Bidders are referred to  
SECTION 2: SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 IN  
THIS DOCUMENT

5.2

**RECORDING OF WEATHER**

The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.

The Contractor shall allow in his programme for the following number of days for rain days (rain > 10mm per day) as per the table below:

| CURRENT YEAR |        |   | YEAR + 1 | YEAR + 2 |
|--------------|--------|---|----------|----------|
| January      | w/days |   | 3        | 3        |
| February     | w/days |   | 3        | 3        |
| March        | w/days |   | 3        | 3        |
| April        | w/days |   | 3        | 3        |
| May          | w/days |   | 3        | 3        |
| June         | w/days |   | 3        | 3        |
| July         | w/days |   | 3        | 3        |
| August       | w/days |   | 3        | 3        |
| September    | w/days |   | 3        | 3        |
| October      | w/days | 3 | 3        | 3        |
| November     | w/days | 3 | 3        | 3        |
| December     | w/days | 3 | 3        | 3        |

5.3

**MANAGEMENT MEETINGS**

In order to facilitate the smooth functioning of the Works and to ensure the closest co-operation between all the parties concerned, the Employer will call for regular meetings to be held on the site, at which a senior member of the Contracting firm and the General Foreman of the Works will always be required to be present. In addition to the above, other persons will be required to attend these meetings as and when their presence is necessary, e.g., Consultants in all disciplines, representatives of the various Sub-Contractors, etc. Proper minutes of these meetings will be kept by the Employer/Principal Agent and copies will be circulated to all persons attending the meetings and to others who need to be kept informed.

5.3.1

**Progress Meetings**

The Principal agent and contractor shall hold meetings related to the progress of the works at regular intervals and at such time as may be necessary. Subcontractors shall not be present at progress meetings unless specifically requested by the contractor or principal agent. The principal agent shall record and distribute the minutes of the meetings.

5.3.2

**Technical meetings**

At the instance of the principal agent or the contractor meetings shall be held to deal with technical and subcontractor's coordination matters.

**ELECTRONIC  
PAYMENTS****5.4 FORMS FOR CONTRACT ADMINISTRATION**

All contract administration procedures will be agreed upon at the site hand-over meeting.

**5.5 ELECTRONIC PAYMENTS**

The contractor must be registered with the National Treasury's Central Supplier Database and provide the registration information in order to enable Ezemvelo KZN Wildlife to pay him or her electronically.

**5.6 DAILY RECORDS**

The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site. At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Sub-Contractors on the works each day. At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

**5.7 BONDS AND GUARANTEES**

The Contractor shall within 10 calendar days after receiving notice from the Engineer/Principal Agent and prior to receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data.

**5.8 PAYMENT CERTIFICATES**

Requirements will be in accordance with the Employers prescriptions.

**5.9 PERMITS**

The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will always be subject to these measures. The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract. The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection. The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site.

**5.10 PROOF OF COMPLIANCE WITH THE LAW**

|                   |        |   |
|-------------------|--------|---|
| Clause<br>Numbers | 5.11   | <p>The following certificates must be provided before first delivery is taken:</p> <ul style="list-style-type: none"> <li>- HIV/STI Report (Bound into this document)</li> <li>- Electrical Compliance Certificate</li> <li>- Lightning Certificate</li> <li>- SANS 10400-A:2010 compliance certificates</li> <li>- Latest National Building Regulation</li> </ul> <p><b>INSURANCE PROVIDED BY THE EMPLOYER</b></p> <p>Not Applicable</p> <p><b><u>SECTION 2</u></b></p> <p><b><u>SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004</u></b></p>   |
|                   | 4.1.7  | <p><b>The requirements for drawings, information and calculations for which the Contractor is responsible are:</b></p>  |
|                   |        | Not applicable  |
|                   | 4.2.1  | <p><b>The responsibility strategy assigned to the Contractor for the works is:</b></p>  |
|                   |        | Strategy A  |
|                   | 4.2.2  | <p><b>The structural engineer is:</b></p>   |
|                   |        | N/A   |
|                   | 4.2.3  | <p><b>Drawings &amp; other info are to be submitted in accordance with the contractor's programme</b></p>   |
|                   |        | Shop drawings for fencing   |
|                   | 4.3    | <p><b>The planning, programme and method statement are to comply with the following:</b></p>  |
|                   |        | N/A   |
|                   | 4.12.1 | <p><b>Samples of materials</b></p>  |
|                   |        | <p>The work is to be executed with materials of the best specified and in the most substantial and workmanlike manner under the inspection of the Employer and to his satisfaction. The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the _____ approved _____ sample.</p> <p>The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are:</p> <p>_ Fencing sample</p> <p>_ Timber posts sample</p> |
|                   | 4.12.2 | <p><b>Fabrication drawings that the contractor is to provide to the employer are:</b></p>   |
|                   |        | None  |

|        |   |
|--------|---|
| 4.12.3 | <b>Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</b>  |
|        | OFFICE FOR FOREMAN  |
|        | Provide, erect, maintain and remove at completion a suitable temporary office for the Contractor or his Foreman, perfectly secured, lighted and ventilated and having a desk with drawers.  |
|        | TELEPHONE   |
|        | The Contractor shall provide a telephone on the site for the use of the Contractor and all Sub-Contractors for the duration of the Contract, and must make the necessary application for connection, give all notices and pay all fees, rentals and charges for the service and also for all calls.   |
|        | OFFICE FOR INSPECTOR OF WORKS   |
|        | N/A   |
|        | TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS  |
|        | N/A   |
|        | SHED  |
|        | Provide, erect, maintain and remove at completion, ample temporary sheds for the proper storage of materials and for the use of the workmen, and remove when no longer required.  |
| 4.14.6 | <b>The requirement for provision and erection of signboards are:</b>  |
|        | N/A   |
| 4.17.1 | <b>Requirement for the termination, diversion, or maintenance of existing services:</b>   |
|        | Should the Contractor come in contact with any underground cables or pipes during excavations, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until authority to proceed has been obtained from the Employer. Should the Contractor damage underground cables or pipes resulting in a disruption of services to an existing institution such damage shall be repaired immediately. |
| 4.17.3 | <b>Services which are known to exist on the site:</b>   |
|        | The contractor is to prove all known services and keep records for all proven services.   |
| 4.17.4 | <b>Requirement for detection apparatus</b>  |
|        | None  |
| 4.18   | <b>ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE:</b>   |

By the submission of a bid, any Bidder will, if awarded the contract to which this bid document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Bidder will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this bid document relates, all work will be performed, and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly. Bidders are advised that it is a Condition of this Bid that a 'Construction Phase Safety, Health and Environmental Plan' specifically relates to the project for which bids are being submitted and must be prepared by the Bidder and submitted with the other bid documents at the time of bid. Failure to do so will invalidate the bid.

Bidders are therefore advised to study the 'Construction Safety, Health and Environmental Specification' which is issued as part of this bid document, the Model Preambles to Trades - 2008, any project Specification included in this bid document and any and all drawings which are referred to and issued as part of this bid document before preparing their own project specific 'Construction Phase Safety, Health and Environmental Plan'. Bidders are also advised that such a plan which is submitted with a bid but is incomplete or considered inadequate by the Employer or his Representative will invalidate the bid. The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.

4.22

**WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE:**

N/A

**C4.1 SITE INFORMATION**  
**GCC FOR CONSTRUCTION WORKS (3<sup>rd</sup> Edition of 2015)**

|                       |  |
|-----------------------|--|
| <b>Project title:</b> | <b>HLUHLUWE IMFOLOZI PARK: INSTALLATION OF PARAMETER FENCE</b> |
|-----------------------|--|

|             |                         |
|-------------|-------------------------|
| <b>C4.1</b> | <b>Site Information</b> |
|-------------|-------------------------|

|             |                |
|-------------|----------------|
| <b>C4.1</b> | <b>GENERAL</b> |
|-------------|----------------|

- |     |  |
|-----|--|
| (a) | The site is occupied by the client and is in operation. Hluhluwe Imfolozi Park is in use and the tenderer will be expected to programme the works in such a way as to minimise interruptions of the smooth running of the facility.                          |
| (b) | Site is a live environment. Caution must be made not to disrupt the day-to-day functions of the surrounding buildings, staff, and public accessing the facility. Site to be always kept clean and neat. All work and machinery are to be safely hoarded off. |
| (c) | Special care must be taken to limit noise and not disrupt current and adjacent buildings, as well as the day-to-day functioning of the building. The contractor is to take note of the handling requirements for materials from the contractor's yard.       |

|             |  |
|-------------|--|
| <b>C4.2</b> | <b>GEOTECHNICAL INVESTIGATION REPORT</b> |
|-------------|--|

- |     |                |
|-----|----------------|
| (a) | Not applicable |
|-----|----------------|

### 1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counselling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

### 2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

### 3 Definitions and Abbreviations

#### 3,1 Definitions

**Construction Worker:** all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

**Local Community:** the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

**Service provider:** the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

#### 3,2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

### 4 Objectives

The objectives are to:

- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counselling.

### 5 Requirements

#### 5,1 General requirement

The contractor shall, in order to satisfy the objectives stated in 4:

- a) make condoms complying with the requirements of SABS ISO 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;
- b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which
- c) encourage voluntary HIV/STI testing;
- d) provide information concerning counselling, support and care of those that are infected services; and
- e) comply with the requirements of 5.2.

*The provisions of 5.1 c) and d) do not apply to this contract.*

## **5.2 HIV awareness programme**

### **5.2.1** The contractor shall:

- a) engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and
- b) arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.

**Note: The National Department of Public Works maintains a list of qualified service providers.**

**5.2.2** The contractor shall do nothing to dissuade construction workers from attending such an HIV Awareness Programme and shall take all reasonable steps to ensure that a minimum of 90% of construction workers engaged in the works attend such a programme, when it is conducted.

**5.2.3** The outcomes of the HIV Awareness Programme shall as a minimum, result in contract workers exposed to such a programme being able to:

- a) communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;
- b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.

**The HIV/ Aids awareness programme described in 5.2 is to be repeated at four-month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract)**

## **5.3 Reporting**



- 5.3.1** The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see **HIV/STI Compliance Report**).
- 5.3.2** The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

**Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum.**

*The HIV /Aids awareness programme described in 5.2 shall in addition be conducted for the benefit of the local community on two occasions in the community centre nearest to the building site. The contractor shall be responsible for inviting identifiable community-based institutions and organisations, churches, and schools to participate in the programme.*

| PARTICULARS OF ELECTRICAL CONTRACTOR |  |
|--------------------------------------|--|
| <b>Project title:</b>                | <b>HLUHLUWE IMFOLOZI PARK: INSTALLATION OF PARAMETER FENCE</b> |

**Name of Electrical Contractor:**

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**Address:**

---



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---

**Telephone Number:**

---

*(Area Code) (Number)*

**Fax Number:**

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*(Area Code) (Number)*

|   |  |
|---|--|
| <b>Registration number at the Electrical Contracting Board of S.A.:</b> |  |
|---|--|

|  |                  |             |
|--|------------------|-------------|
|  |                  |             |
| <b>Name of authorised representative</b> | <b>Signature</b> | <b>Date</b> |

**WAIVER OF CONTRACTOR'S LIEN**

**DEFINITIONS**

Contractor:

Employer:

**EZEMVELO KZN WILDLIFE**

Agreement:

**GCC FOR CONSTRUCTION WORKS - THIRD EDITION 2015**

Works (description):

**HLUHLUWE IMFOLOZI PARK: INSTALLATION OF  
PARAMETER FENCE**

Site:

District Municipality: Umkhanyakude, Local Municipality: Big Five  
Hlabisa – Hluhluwe Imfolozi Park

**AGREEMENT**

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

Thus done and signed at

on

*[Date]*

Name of signatory

Capacity of signatory

As witness

For and on behalf of the  
contractor who by signature  
hereof warrants authorisation  
hereto



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## **HLUHLUWE IMFOLOZI PARK: INSTALLATION OF PEREMETER FENCE**

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### **BILL OF QUANTITIES**

| HLUHLUWE IMFOLOZI PARK: INSTALLATION OF PEREMETER FENCE |   |      |          |      |        |
|---|---|------|----------|------|--------|
| BILL NO. 1  |   |      |          |      |        |
| C2 .2 PRELIMINARY AND GENERAL                           |   |      |          |      |        |
|   | NOTES   | UNIT | QUANTITY | RATE | AMOUNT |
| i)  | The agreement is to be the General Conditions of Contract for Works of Civil Engineering Construction (2015) (Third Edition), published by the S.A Institution Of Civil Engineering   |      |          |      |        |
| ii)   | The Preliminaries are to be the Construction and management requirements for works contracts - Part 1: General engineering and construction works (SANS 1921-1: 2004 Edition 1) prepared by Standards South Africa and shall be deemed to be incorporated herein.   |      |          |      |        |
| iii)  | Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.   |      |          |      |        |
| iv)   | Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading.  |      |          |      |        |
| v)  | Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable").   |      |          |      |        |
| vi)   | Adjustment of the preliminaries: each item priced, is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time.                              |      |          |      |        |
| vii)  | Time (T) related Preliminaries will only be adjusted for omissions or additions, issued by the Employer, or delays caused by the Employer, for which variation and extension of time has been granted.  |      |          |      |        |
|   | <b>SECTION A: GENERAL CONDITIONS OF CONTRACT</b>  |      |          |      |        |
| A1  | General (clause 1)<br>F:..... V:..... T:.....   | Item |          |      |        |
| A2  | Basis of Contract (clause 2)<br>F:..... V:..... T:.....   | Item |          |      |        |
| A3  | Employer's Agent (clause 3)<br>F:..... V:..... T:.....  | Item |          |      |        |
| A4  | Contractor's General Obligation (clause 4)<br>F:..... V:..... T:.....   | Item |          |      |        |
| A5  | Time and Related Matters (clause 5) - As referred to in the Contract Data under Special Condition of Contract. <b>The Contract Period shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods.</b><br>F:..... V:..... T:..... | Item |          |      |        |
| Carried forward to collection                           |   |      |          | R    |        |

|   |  | UNIT | QUANTITY | RATE | AMOUNT |
|---|--|------|----------|------|--------|
| A6  | Payment and Related Matters (clause 6)<br>F:..... V:..... T:.....              | Item |          |      |        |
| A7  | Quality and Related Matters (clause 7)<br>F:..... V:..... T:.....              | Item |          |      |        |
| A8  | Risks and Related Matters (clause 8)<br>F:..... V:..... T:.....                | Item |          |      |        |
| A9  | Termination of Contract (clause 9)<br>F:..... V:..... T:.....                  | Item |          |      |        |
| A10   | Claims and Disputes (clause 10)<br>F:..... V:..... T:.....                     | Item |          |      |        |
| <b>SECTION B: SANS 1921-1:2004 (Edition 1): CONSTRUCTION AND MANAGEMENT REQUIREMENTS FOR WORKS CONTRACTS: PART 1</b><br>Refer to the SCOPE OF WORK for detail requirements: |  |      |          |      |        |
| B1  | Scope<br>F:..... V:..... T:.....   | Item |          |      |        |
| B2  | Normative references<br>F:..... V:..... T:.....                                | Item |          |      |        |
| B3  | Definitions<br>F:..... V:..... T:.....   | Item |          |      |        |
| B4  | <b>Requirements for construction and management</b><br>F:..... V:..... T:..... | Item |          |      |        |
| B4.1  | General<br>F:..... V:..... T:.....   | Item |          |      |        |
| B4.2  | Responsibilities for design and construction<br>F:..... V:..... T:.....        | Item |          |      |        |
| B4.3  | Planning, programme and method statements<br>F:..... V:..... T:.....           | Item |          |      |        |
| Carried forward to collection   |  |      |          | R    |        |

|       |  | UNIT | QUANTITY | RATE | AMOUNT |
|-------|--|------|----------|------|--------|
| B4.4  | Quality assurance<br>F:..... V:..... T:.....                           | Item |          |      |        |
| B4.5  | Setting out<br>F:..... V:..... T:.....                                 | Item |          |      |        |
| B4.6  | Management and disposal of water<br>F:..... V:..... T:.....            | Item |          |      |        |
| B4.7  | Blasting<br>F:..... V:..... T:.....                                    | Item |          |      |        |
| B4.8  | Works adjacent to services and structures<br>F:..... V:..... T:.....   | Item |          |      |        |
| B4.9  | Management of the Works and site<br>F:..... V:..... T:.....            | Item |          |      |        |
| B4.10 | Earthworks<br>F:..... V:..... T:.....                                  | Item |          |      |        |
| B4.11 | Testing<br>F:..... V:..... T:.....                                     | Item |          |      |        |
| B4.12 | Materials, samples and fabrication drawings<br>F:..... V:..... T:..... | Item |          |      |        |
| B4.13 | Equipment<br>F:..... V:..... T:.....                                   | Item |          |      |        |
| B4.14 | Site establishment<br>F:..... V:..... T:.....                          | Item |          |      |        |
| B4.15 | Survey control<br>F:..... V:..... T:.....                              | Item |          |      |        |
| B4.16 | Temporary works<br>F:..... V:..... T:.....                             | Item |          |      |        |
|       | Carried forward to collection  |      |          | R    |        |

|       |  | UNIT | QUANTITY | RATE | AMOUNT |
|-------|--|------|----------|------|--------|
| B4.17 | Existing services<br>F:..... V:..... T:.....   | Item |          |      |        |
| B4.18 | Health and safety<br>F:..... V:..... T:.....   | Item |          |      |        |
| B4.19 | Environmental requirements<br>F:..... V:..... T:.....  | Item |          |      |        |
| B4.20 | Alterations, additions, extensions and modifications to existing works<br>F:..... V:..... T:.....                                  | Item |          |      |        |
| B4.21 | Inspection of adjoining structures, services, buildings and property<br>F:..... V:..... T:.....                                    | Item |          |      |        |
| B4.22 | Attendance on nominated and selected subcontractors<br>F:..... V:..... T:.....   | Item |          |      |        |
|       | <b>SECTION C: SCOPE OF WORK in accordance with SANS 10403</b><br>(The reference to Clauses refer to Table B.1 of SANS 1921-1:2004) |      |          |      |        |
| C1    | Certification by recognised bodies - CLAUSE 4.4<br>F:..... V:..... T:.....   | Item |          |      |        |
| C2    | Agrément certificates - CLAUSE 4.5<br>F:..... V:..... T:.....  | Item |          |      |        |
| C3    | Other services and facilities - CLAUSE 4.8<br>F:..... V:..... T:.....  | Item |          |      |        |
| C4    | Recording of weather - CLAUSE 5.2<br>F:..... V:..... T:.....   | Item |          |      |        |
| C5    | Management meetings - CLAUSE 5.3<br>F:..... V:..... T:.....  | Item |          |      |        |
| C6    | Daily records CLAUSE 5.6<br>F:..... V:..... T:.....  | Item |          |      |        |
| C7    | Bond and guarantees - CLAUSE 5.7<br>F:..... V:..... T:.....  | Item |          |      |        |
|       | Carried forward to collection  |      |          | R    |        |



|   |   | UNIT | QUANTITY | RATE | AMOUNT |
|---|---|------|----------|------|--------|
| C8  | Permits - CLAUSE 5.9<br>F:..... V:..... T:.....   | Item |          |      |        |
| C9  | Proof of compliance with the law - CLAUSE 5.10<br>F:..... V:..... T:.....   | Item |          |      |        |
| <b>SECTION D: SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 (Table A.1)</b> |   |      |          |      |        |
| D1  | Requirements for drawings, information and calculations for which the contractor is responsible CLAUSE 4.1.7<br>F:..... V:..... T:..... | Item |          |      |        |
| D2  | The responsibility strategy assigned to the contractor for the works CLAUSE 4.2.1<br>F:..... V:..... T:.....                            | Item |          |      |        |
| D3  | The planning, programme and method statements - CLAUSE 4.3<br>F:..... V:..... T:.....   | Item |          |      |        |
| D4  | Samples of materials, workmanship and finishes - CLAUSE 4.12.1<br>F:..... V:..... T:.....   | Item |          |      |        |
| D5  | Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2<br>F:..... V:..... T:.....           | Item |          |      |        |
| D6  | Office for the foreman CLAUSE 4.14.3<br>F:..... V:..... T:.....   | Item |          |      |        |
| D7  | Telephone - CLAUSE 4.14.3<br>F:..... V:..... T:.....  | Item |          |      |        |
| D8  | Office for inspector of works - CLAUSE 4.14.3<br>F:..... V:..... T:.....  | Item |          |      |        |
| D9  | Telephone in office for inspector of works - CLAUSE 4.14.3<br>F:..... V:..... T:.....   | Item |          |      |        |
| D10   | Sheds - CLAUSE 4.14.3<br>F:..... V:..... T:.....  | Item |          |      |        |
| Carried forward to collection   |   |      |          | R    |        |

|     |  | UNIT | QUANTITY | RATE | AMOUNT |
|-----|--|------|----------|------|--------|
| D11 | Provision and erection of signboards - CLAUSE 4.14.6<br>F:..... V:..... T:.....  | Item |          |      |        |
| D12 | Termination, diversion or maintenance of existing services - CLAUSE 4.17.1<br>F:..... V:..... T:.....  | Item |          |      |        |
| D13 | Services which are known to exist - CLAUSE 4.17.3<br>F:..... V:..... T:.....   | Item |          |      |        |
| D14 | Detection apparatus - CLAUSE 4.17.4<br>F:..... V:..... T:.....   | Item |          |      |        |
| D15 | Additional health and safety requirements - CLAUSE 4.18<br>F:..... V:..... T:.....   | Item |          |      |        |
|     | <b>SECTION E: SPECIFIC PRELIMINARIES</b><br><u>Section E contains Specific Preliminary items which apply to this contract except where "N/A" (Not Applicable) appears against the item.</u>  |      |          |      |        |
| E1  | <b>PROPRIETARY BRANDED PRODUCTS</b><br><br>The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative.<br>F:..... V:..... T:.....   | Item |          |      |        |
| E2  | <b>OVERTIME</b><br><br>Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Engineer/Principal Agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer.<br><br>F:..... V:..... T:..... | Item |          |      |        |
| E3  | <b>AS BUILT DRAWINGS</b><br><br>The position of construction breaks and the extent of individual concrete pours are to be recorded by the Contractor on the Structural Engineer's drawings and are to be submitted to the Engineer/Principal Agent and the Structural Engineer for their records.<br>F:..... V:..... T:.....                                     | Item |          |      |        |
|     | Carried forward to collection  |      |          | R    |        |

| SECTION E: SPECIFIC PRELIMINARIES |  | UNIT | QUANTITY | RATE | AMOUNT |
|-----------------------------------|--|------|----------|------|--------|
| E4                                | <b>SITE INSTRUCTIONS</b><br><br>Site Instructions issued on site are to be recorded in triplicate in a Site Instruction book which is to be maintained on site by the Contractor.<br>F:..... V:..... T:.....   | Item |          |      |        |
| E5                                | <b>LABOUR RECORD</b><br><br>At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day.<br>F:..... V:..... T:.....<br><i>Note : In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Public Works) may apply any of the sanctions provided in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required report has not been submitted.</i>   | Item |          |      |        |
| E6                                | <b>PLANT RECORD</b><br><br>At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.<br>F:..... V:..... T:.....   | Item |          |      |        |
| E7                                | <b>NON CESSION OF MONIES</b><br><br>The Contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract.<br>F:..... V:..... T:.....   | Item |          |      |        |
| E8                                | <b>SECTIONAL COMPLETION</b><br><br>When it is required that the contract be executed in sections or portions, the tenderer shall allow for all costs in this regard as no claim for additional costs will be entertained.<br>F:..... V:..... T:.....   | Item |          |      |        |
| E9                                | <b>LOCAL LABOUR</b><br><br>It is a general requirement of this contract that persons normally resident in the locality of the works (Local Labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate Labour not be available within the locality, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ Local Labour. (This will not be applicable under this contract, as all local labour will be paid and managed by the client, the contractor will only be responsible for the supervision of local labour however many is required by the contractor for each section).<br>F:..... V:..... T:..... | Item |          |      |        |
| Carried forward to collection     |  |      |          | R    |        |

|     |   | UNIT | QUANTITY | RATE | AMOUNT |
|-----|---|------|----------|------|--------|
| E10 | <b>IMPORT PERMITS AND DUTIES</b><br>The responsibility for obtaining the necessary import permits shall rest with the successful Tenderer. No foreign exchange will be arranged or provided by the Administration.<br>Tenderers are to allow in their tenders and pay the ordinary levy imposed on imported items in terms of item 196.10 of Part 8 of Schedule No. 1 of the Customs and Excise Act, 1964 with effect from 1 October 1989.<br><br>F:..... V:..... T:.....   | Item |          |      |        |
| E11 | <b>CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP)</b><br><br>Notwithstanding anything to the contrary contained in the GCC for Construction Works 2010 2nd Edition, this Contract shall only when the Construction Period exceeds 6 months and the Contract sum exceeds R1,000,000,00 be subject to the Contract Price Adjustment Provisions Indices Application Manual for use with P0151 indices (CPAP) (Revised 1 January 2018) as published by Statistics South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Employer <b><u>will not accept the submission by Tenderers of lists of additional items.</u></b><br>Where this contract is a Lump Sum contract, the contract will be subject to Contract Price Adjustment Provisions (CPAP) only where the contract period exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings.<br>F:..... V:..... T:..... | Item |          |      |        |
|     | Carried forward to collection   |      |          | R    |        |

|  |   | UNIT | QUANTITY | RATE | AMOUNT |
|--|---|------|----------|------|--------|
|  | <p><b>12.2 LABOUR INTENSIVE CONSTRUCTION METHOD</b></p> <p><u>E12.2 a Labour Intensive Construction (LIC) method</u></p> <p>On site there must a person(s) having competency in managing and implementing LIC methods.</p> <p>*Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site.</p> <p>*Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited</p> <p>F:..... V:..... T:.....</p> <p><u>E12.2 b Labour Intensive Construction Method</u></p> <p>Those parts of the contract to be constructed using Labour Intensive methods will be marked in the BoQ with letter LI (indicating Labour Intensive) against every item so designated. Such works will only be constructed using method so indicated.</p> <p>Reference to be made to Guidelines for the implementation of Labour Intensive Infrastructure projects under EPWP. "Scope of Work in Respect of Work Relating to the Expanded Public Works Programme (EPWP)"</p> <p>F:..... V:..... T:.....</p> <p><b>E12.3 RECORD KEEPING</b></p> <p>12.3.1 Every employer must keep in the project site office the following minutes of site progress minutes; contractors' monthly site progress reports; accurately recorded attendance register; proof of payment as means to verify authenticity of data in the EPWP Beneficiary form submitted with payment certificates. Copies of submitted EPWP beneficiary data forms should also be kept in the site office.</p> <p>F:..... V:..... T:.....</p> <p>12.3.2 The employer must keep this record for a period of at least three (3) years after the completion of the project in his/her office as the project site office would have been relocated.</p> <p>This should be safely kept for job creation data verifications and periodical audits on projects conducted by National and Provincial Department of Public Works after one (1) or two (2) quarters of submitting captured EPWP Data to the National EPWP coordinating Department.</p> <p>F:..... V:..... T:.....</p> | Item |          |      |        |
|  |   | Item |          |      |        |
|  |   | Item |          |      |        |
|  |   | Item |          |      |        |
|  | Carried forward to collection   |      |          | R    |        |

|       |  | UNIT | QUANTITY | RATE | AMOUNT |
|-------|--|------|----------|------|--------|
| E13   | <b>HIV/AIDS AWARENESS</b><br>Tenderers are to price against the following items for compliance with the SPECIFICATION FOR HIV/AIDS AWARENESS bound into this document (The clauses referred to are those of the Specification for HIV/AIDS)  |      |          |      |        |
| E13.1 | Provide and maintain a condom dispenser in terms of Clause 5.1a)<br>F:..... V:..... T:.....  | Item |          |      |        |
| E13.2 | Provide and maintain HIV/AIDS awareness posters terms of Clause 5.1b)<br>F:..... V:..... T:.....   | Item |          |      |        |
| E13.3 | HIV /Aids Awareness Programme on Site for not less than 90% of workers inclusive of all direct and indirect costs;<br><br>Engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme in terms of Clause 5.2.1a)<br>F:..... V:..... T:.....   | Item |          |      |        |
| E13.4 | Arrange for workers to attend the HIV Awareness Programme in terms of Clause 5.2.1b)<br>F:..... V:..... T:.....  | Item |          |      |        |
| E13.5 | <b>Reporting</b><br>Prepare and attach to claims for payment a brief report in terms of Clause 5.3 (see also HIV/STI Compliance Report included with this document).<br>F:..... V:..... T:.....<br><i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required reports has not been submitted.</i> | Item |          |      |        |
| E14   | <b>OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993</b><br>Tenderers are to allow for costs in providing a project specific ' Construction Phase Safety, Health and Environmental Plan' in accordance with "Section 2 - Specification Data associated with SANS 1921-1:2004" clause C4.18 in "Part C3 Scope of Work"<br>F:..... V:..... T:.....   | Item |          |      |        |
| E15   | <b>NOTICE BOARD, SITE OFFICE, ETC.</b><br>Bidders are to allow for the provision and removal of a project notice board and a site office in accordance with the Principal Agent's requirements.<br>F:..... V:..... T:.....   | Item |          |      |        |
| E16   | <b>IMPORTED MATERIALS AND EQUIPMENT</b><br>Where imported items are listed in the tender documents, the tenderer shall provide all information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. (Refer to T2.14 - Schedule of Imported Materials and Equipment .<br>F:..... V:..... T:.....   | Item |          |      |        |
| E17   | <b>CONTRACT DOCUMENTS</b><br>The drawings issues with these Bid documents do not comprise the complete set but serves as a guide only for Bidding purposes and for indicating the scope of works to enable the Bidder to acquaint him with the nature and extent of the works and the manner in which they are to be executed.<br>Should any part of the drawings not be clearly legible to the Bidder he shall, before submitting his Bid, obtain clarification in writing from the principal agent.<br>F:..... V:..... T:.....   | Item |          |      |        |
|       | Carried forward to collection  |      |          | R    |        |

|     |   | UNIT | QUANTITY | RATE | AMOUNT |
|-----|---|------|----------|------|--------|
| E18 | <b>GENERAL PREAMBLES</b><br>The Document Preambles will be the "ASAQS General Preambles for Trades – 2017" and is obtainable from the various Regional Office's of the Department of Public Works and shall be read in conjunction with the Bills of Quantities and be referred to for the full descriptions of work to be done and materials to be used.<br><br>F:..... V:..... T:.....  | Item |          |      |        |
| E19 | <b>TRADE NAMES</b><br>Wherever a Trade Name for any product has been described in the Bills of Quantities the Bidder's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the Principal Agent being obtained prior to the closing date for submission of Bids.<br>F:..... V:..... T:.....  | Item |          |      |        |
| E20 | <b>EXISTING PREMISES OCCUPIED</b><br>Refer to Scope of Works Part C3 of this Bid Document for information on the occupation of existing buildings.<br>F:..... V:..... T:.....   | Item |          |      |        |
| E21 | <b>INACCURATE AND DEFECTIVE WORK EXECUTED UNDER PREVIOUS CONTRACT</b><br>The contractor shall, after taking possession of the site and before commencing the work, check all levels, liners, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work.<br>Should any inaccurate or defective work be found, the contractor shall immediately notify the principal agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work.<br>F:..... V:..... T:..... | Item |          |      |        |
| E22 | <b>VIEWING THE SITE IN SECURITY AREAS</b><br>If the site is situated in a security area and the Bidder must arrange with the Authorities to obtain permission to enter the site for Bidding purposes.<br>F:..... V:..... T:.....  | Item |          |      |        |
| E23 | <b>COMMENCEMENT OF WORKS IN SECURITY AREAS</b><br>If the works falls within a security area, the contractor must arrange with the Authorities and give the necessary notices before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account.<br><br>F:..... V:..... T:.....   | Item |          |      |        |
| E24 | <b>ENTRANCE PERMITS TO SECURITY AREAS</b><br>If the works fall within a security area, the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under control of the Authority.<br>F:..... V:..... T:.....  | Item |          |      |        |

Carried forward to collection

R

|                               |   | UNIT | QUANTITY | RATE | AMOUNT |
|-------------------------------|---|------|----------|------|--------|
| E25                           | <b>SECURITY CHECK OF PERSONNEL</b><br>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified.<br>In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works.<br><br>F:..... V:..... T:.....  | Item |          |      |        |
| E26                           | <b>PROHIBITION ON TAKING PHOTOGRAPHS</b><br>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs, except when authorised thereto by or on behalf of the Minister.<br>The same prohibition is also applicable to all Correctional Institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959.<br>F:..... V:..... T:.....   | Item |          |      |        |
| E27                           | <b>Management of Water</b> Water for<br>Construction purposes must be obtained from alternative water sources (i.e. supply other than water that is produced and distributed by a regulated water service authority from a licenced water treatment works for human consumption), eg dams, rivers, boreholes, springs, rainwater harvesting, recycled sewerage water, etc. The alternative water source shall not be of an inferior quality / standard than that required for construction purposes. The client reserves the right through his agents to test such supplies or request certificates confirming the grade and nature of the water supply. Relevant knowledge of the respective area will be an advantage.<br><br>F:..... V:..... T:..... | Item |          |      |        |
| Carried forward to collection |   |      |          | R    |        |



**SECTION 1****SUMMARY – PRELIMINARY & GENERAL****Collection****Page No.****Amount**

| Page No. | Amount |
|----------|--------|
| 1        | R      |
| 2        | R      |
| 3        | R      |
| 4        | R      |
| 5        | R      |
| 6        | R      |
| 7        | R      |
| 8        | R      |
| 9        | R      |
| 10       | R      |
| 11       | R      |
| 12       | R      |

Carried forward to Final Summary

R

Section No. 1  
Preliminary & General  
Summary

MPENDLE NATURE RESERVE: INSTALLATION OF PEREMETER FENCE

| Item | Description   | Unit | Quantity | Rate | Amount |
|------|---|------|----------|------|--------|
|      | <p><b><u>SECTION NO. 2:</u></b></p> <p><b><u>EXTERNAL WORKS</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>ALTERATIONS (PROVISIONAL)</u></b></p> <p><b><u>STANDARD PREAMBLES</u></b></p> <p>The Tenderer is referred to the "The General Preambles for Trades 2017 and the Supplementary Preambles" and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates</p> <p><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p><u>General Notes:</u></p> <p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with minimum disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent.</p> <p>Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent.</p> <p>Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately.</p> <p>Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc.</p> <p>Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing</p> <p>With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork.</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary.</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc).</p> <p style="text-align: right;"><b>Carried Forward</b></p> |      |          |      |        |

### Brought Forward

[View Site](#)

Before submitting the tender, the contractor shall visit the site and satisfy himself/herself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained.

**Old materials to be carted away**

Old materials from the alterations, except where described to be re-used or handed over, as well as all rubbish, etc., must be regularly carted from the site and not be allowed to accumulate on or around the site.

**Old materials not to be re-used**

None of the old materials are to be used for new work except where specifically described to be set aside for re-use.

### Site Access

The contractor is to note that access to the site is restricted and that the buildings are to remain functional at all times. The Contractor is to allow for this in his pricing.

**REMOVAL OF EXISTING WORK INCLUDING MAKING GOOD TO EXISTING**

Taking out and removing existing perimeter fencing

1 Removal of existing timber posts and store as directed by the Client.  
(PROVISIONAL).

No.

200,00

**Carried Forward to Summary of Section No. 2**

**BILL NO.2**
**EARTHWORKS (PROVISIONAL)**
**STANDARD PREAMBLES**

The Tenderer is referred to the "The General Preambles for Trades 2017 and the Supplementary Preambles" and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates

**SUPPLEMENTARY PREAMBLES**
Nature of ground

The material to be excavated is assumed to be predominantly of a composition that will allow excavation in "earth" as specified, but including a percentage of excavation in "soft rock" and "hard rock".

Carting away of excavated material:

Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site.

Dewatering of excavations

The Contractor shall allow for removing seepage and other water from subterranean sources from the excavations by pumping, baling or otherwise. Accurate records of all such dewatering shall be kept to determine the total volume of water so removed and a clear distinction shall be made between water from subterranean sources and other water.

Imported fill

"Filling and bedding to trenches etc, to be in compliance with SABS 1200 DB and LB respectively"

User note

Where the value is of significance, the removal of hedges etc shall be given separately in meters or in number

Clearing and preparing ground will include digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc.

Site clearance

Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth, bush, etc. 1,5m wide on each side.

|   |   |    |          |
|---|---|----|----------|
| 1 | EXCAVATION, FILLING, ETC. OTHER THAN BULK             | m  | 11000,00 |
| 2 | Excavation in earth not exceeding 2m deep:            |    |          |
|   | Trenches.   | m3 | 28,00    |
|   | Extra over trench excavation in earth for excavation: |    |          |
| 3 | Intermediate excavation.                              | m3 | 4,00     |
| 4 | Hard rock.  | m3 | 2,00     |

Carried Forward

| Brought Forward                             |   |      |        |  |
|---|---|------|--------|--|
|   | Extra over all excavations for carting away:  |      |        |  |
| 5   | Surplus material from excavations and/or stock piles on site to a dumping site to be located by the Contractor.   | m3   | 22,00  |  |
|   | Risk of collapse of excavations:  |      |        |  |
| 6   | Sides of trench and hole excavations not exceeding 1,5m deep.   | m2   | 243,00 |  |
|   | Keeping excavations free of water:  |      |        |  |
| 7   | Keeping excavations free of water other than subterranean water.  | Item | 1,00   |  |
|   | Earth filling obtained from the excavations and/or prescribed stock piles on site compacted in layers not exceeding 150mm thick to 95% Modified AASTHO density:   |      |        |  |
| 8   | Backfilling to trenches, holes, etc.  | m3   | 3,30   |  |
|   | COMPACTION  |      |        |  |
|   | Compaction of surfaces:   |      |        |  |
|   | Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Modified AASTHO density. |      |        |  |
| 9   |   | m2   | 32,00  |  |
|   | SOIL POISONING  |      |        |  |
|   | Soil insecticide:   |      |        |  |
| 10  | Along fence line etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming.  | m2   | 32,00  |  |
| Carried Forward to Summary of Section No. 2 |   |      |        |  |

**BILL NO.3**

**CONCRETE, FORMWORK AND REINFORCEMENT**

**STANDARD PREAMBLES**

The Tenderer is referred to the "The General Preambles for Trades 2017 and the Supplementary Preambles" and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates

**SUPPLEMENTARY PREAMBLES**

Cost of tests:

The costs of making, storing and testing of concrete test cubes as required under clause 7 'Tests' of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Project manager/Architect. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Project manager/Architect. (Test cubes are measured separately).

Formwork:

Descriptions of formwork shall be deemed to include use and waste only (except where described as left in or permanent), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use.

The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.

Formwork to sides of bases, pile caps, ground beams, etc., will only be measured where it is prescribed by the Engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in Earthworks.

**CONCRETE, FORMWORK AND REINFORCEMENT (PROVISIONAL)**

**UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES**

**10MPa/19mm Concrete:**

|    |   |    |       |
|----|---|----|-------|
| 11 | Surface blinding under footings and bases. (Provisional). | m3 | 25,00 |
|----|---|----|-------|

**UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES**

**30MPa/19mm Concrete:**

|    |  |    |       |
|----|--|----|-------|
| 12 | Unreinforced concrete fence post base size 450 x 450 x 500mm deep. | m3 | 25,00 |
|----|--|----|-------|

**CONCRETE TESTING**

|    |  |      |      |
|----|--|------|------|
| 13 | Allow for all necessary concrete test cubes size 150 x 150 x 150mm cast from batches of concrete required for the entire contract as specified, made, stored, cured and tested in accordance with SABS Methods 861 & 863, including use of approved cube moulds, transporting to an approved testing laboratory for testing, paying all charges and submitting reports to the Principal Agent. | Item | 1,00 |
|----|--|------|------|

**Carried Forward to Summary of Section No. 2**

**BILL NO. 4:**
**FENCING**
**STANDARD PREAMBLES**

The Tenderer is referred to the "The General Preambles for Trades 2017 and the Supplementary Preambles" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates

**SUPPLEMENTARY PREAMBLES**
**User note**

Where the value is of significance, the removal of hedges etc shall be given separately in meters or in number

Descriptions of fencing shall be deemed to include stepping as necessary to suit terrain and any resultant increase in length of posts, excavations, etc.

Flat wrap wire to comply with CKS 592 specification and flat wrap wire and clips to be 'Aluzink' coated.

Security fencing, gates, etc including two coats aluminium paint on metal stays, framing, etc:

|   |   |     |          |
|---|---|-----|----------|
| 1 | 1,80m High 'Bonnox Close Mesh 2596/12' fence with 2,5mm wires fixed to and including 150mm diameter creosote treated gumpole posts at 5,0m centres cast in suitable sized concrete bases.   | m   | 11000,00 |
| 2 | Fully galvanised Galvanized double twisted barbed wire with three strands of 3.15mm galvanised straining wire.  | m   | 33000,00 |
| 3 | 3.6m x 150mm diameter straining creosote treated poles spaced according to terrain with a maximum 200m between straining posts bolted together with 13mm dia bolts, nuts and washers (all heavy galvanised) with bottom end cast into concrete base (elsewhere measured). | No. | 101,00   |
| 4 | 3.3m x 150mm diameter intermediate creosote treated poles (depending on terrain with a maximum of 200m between intermediate posts) with bottom end cast into concrete base (elsewhere measured).  | No. | 56,00    |
| 5 | 3 050mm Long Y profile creosote treated standards must be spaced at 10m intervals between the straining posts and boxes with all bolts and sundry fittings.   | No. | 1040,00  |
| 6 | Droppers: 2.4m x 50mm creosote treated poles spaced at 2m/3,33m intervals.  | No. | 4684,00  |
| 7 | Sundries:<br>2.0mm Fully galvanized binding wire.   | m   | 100,00   |

Carried Forward to Summary of Section No. 2

## HLUHLUWE IMFOLOZI PARK: INSTALLATION OF PEREMETER FENCE

## Section Total

### SECTION SUMMARY - EXTERNAL WORKS

|   |  |      |       |
|---|--|------|-------|
| 1 | Alterations  | Page | 15,00 |
| 2 | Earthworks (Provisional)                           | Page | 18,00 |
| 3 | Concrete, Formwork and Reinforcement (Provisional) | Page | 19,00 |
| 4 | Fencing  | Page | 20,00 |

**Carried To Final Summary**



|  |  |      |         |
|--|--|------|---------|
| <b><u>SECTION NO.3:</u></b>  |  |      |         |
| <b><u>ELECTRICAL WORK</u></b>  |  |      |         |
| <b><u>BILL NO. 1:</u></b>  |  |      |         |
| <b><u>ELECTRICAL INSTALLATION</u></b>  |  |      |         |
| <b><u>STANDARD PREAMBLES</u></b>   |  |      |         |
| The Tenderer is referred to the "The General Preambles for Trades 2017 and the Supplementary Preambles" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates |  |      |         |
| <b><u>SUPPLEMENTARY PREAMBLES</u></b>  |  |      |         |
| Electrical work shall be carried out in accordance with SABS 0142 code of practice as described.   |  |      |         |
| <b><u>Electric Wire:</u></b>   |  |      |         |
| 1  | 50kg High strain 2.24mm heavy galvanized steel wire including all line clamps and sundry fittings. | No.  | 111,00  |
| <b><u>Off-set brackets:</u></b>  |  |      |         |
| 2  | Double medium offset bracket to be installed at 250/300mm above ground level (inside).             | No.  | 1100,00 |
| 3  | Short single offset bracket to be installed at 500/600mm above ground level (inside).              | No.  | 1100,00 |
| 4  | Short double offset bracket to be installed at 800/950mm above ground level (inside).              | No.  | 1100,00 |
| 5  | Long single offset bracket to be installed at 1200/1300mm above ground level (inside).             | No.  | 1100,00 |
| 6  | Long single offset bracket to be installed at 1500mm/1600mm above ground level (inside).           | No.  | 1100,00 |
| 7  | Nail on insulator bobbin for three live wires installed above bonnox fencing.                      | No.  | 3310,00 |
| <b><u>EXTERNAL</u></b>   |  |      |         |
| 8  | Double medium offset bracket to be installed at 250/300mm above ground level (outside).            | No.  | 1100,00 |
| 9  | Double medium offset bracket to be installed at 800/950mm above ground level (outside).            | No.  | 1100,00 |
| <b><u>Sundries:</u></b>  |  |      |         |
| 10   | Large GFT (fire resistant) bobbin insulator with all sundry fittings.                              | No.  | 8540,00 |
| 11   | Combi strain insulator with large GFT bobbin with all sundry fittings.                             | No.  | 675,00  |
| 12   | GFT (fire resistant) strain insulator with all sundry fittings.                                    | No.  | 675,00  |
| 13   | Commissioning.   | Item | 1,00    |
| 14   | 12 Month guarantee.  | Item | 1,00    |
| <b><u>Signage</u></b>  |  |      |         |
| 15   | Econo ABS Warning sign to be installed at 100m intervals.  | No.  | 111,00  |
| <b>Carried Forward to Summary of Section No. 3</b>   |  |      |         |

|   |  |      |    |  |  |
|---|--|------|----|--|--|
|   | <b><u>Section Total</u></b>                      |      |    |  |  |
|   | <b><u>SECTION SUMMARY - ELECTRICAL WORKS</u></b> |      |    |  |  |
| 1 | Electrical Work                                  | Page | 22 |  |  |
|   | Carried to Final Summary                         |      |    |  |  |

|   |      |        |  |
|---|------|--------|--|
| <b>SECTION NO.4:</b>  |      |        |  |
| <b>MECHANICAL WORK</b>  |      |        |  |
| <b>BILL NO.1:</b>   |      |        |  |
| <b>MECHANICAL INSTALLATION</b>  |      |        |  |
| <b>STANDARD PREAMBLES</b>   |      |        |  |
| The Tenderer is referred to the "The General Preambles for Trades 2017 and the Supplementary Preambles" and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates  |      |        |  |
| <b>SUPPLEMENTARY PREAMBLES</b>  |      |        |  |
| Major equipment:  |      |        |  |
| Descriptions of major equipment such as chillers, air handling units and the like shall be deemed to include connections to water, air and electrical supply and/or discharge points, supports, bearers, vibration insulation mountings, filters, insulation, inspection ladders and gangways, access doors and panels and painting etc as specified and carried out in accordance with SABS 0142 code of practice as described.  |      |        |  |
| <b>ENERGISER STATIONS:</b>  |      |        |  |
| <b>EQUIPMENT</b>  |      |        |  |
| Solar powered energizer station to be installed with a JVA LDV dual - feed and return energiser, 2 x 102 amp hr solar battery, 'Victron blue solar PWM - light charge controller 12/24V - 20A, 160-watt polycrystalline solar panel built into frame on corrosion proof stands must be supplied to include all cabling and sundry fittings. All energiser equipment to be installed into a medium free standing steel medium game shock box and kit with backing board, key switch, keyed alike lock and 1 x adjustable lightening diverter with choke. |      |        |  |
| 1   | No.  | 2,00   |  |
| <b>Cables</b>   |      |        |  |
| 2   | m    | 10,00  |  |
| <b>Sundries</b>   |      |        |  |
| Earth grid of 15 earth pegs 1200mm x 19mm fully galvanized to be installed at energizer station and 1 per 100 metres on the fence line with standard hot dipped galvanised line clamp.  |      |        |  |
| 3   | No.  | 125,00 |  |
| 4   | No.  | 3,00   |  |
| 5   | No.  | 2,00   |  |
| 6   | No.  | 2,00   |  |
| 7   | Item | 1,00   |  |
| 8   | Item | 1,00   |  |
| 9   | Item | 1,00   |  |
| 10  | Item | 1,00   |  |
| 11  | Item | 1,00   |  |
| 12  | Item | 1,00   |  |
| Carried Forward to Summary of Section No. 4   |      |        |  |

|  |                 |      |    |  |  |
|--|-----------------|------|----|--|--|
| <b><u>Section Total</u></b>                      |                 |      |    |  |  |
| <b><u>SECTION SUMMARY - MECHANICAL WORKS</u></b> |                 |      |    |  |  |
| 1  | Mechanical Work | Page | 24 |  |  |
| Carried to Final Summary                         |                 |      |    |  |  |

## HLUHLUWE IMFOLOZI PARK: INSTALLATION OF PEREMETER FENCE

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