

**BID DETAILS**

**BID NUMBER:** MTPA/20242025/PMU/01

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

**CLOSING DATE:** 14 JUNE 2024

**TIME:** 11:00AM

**TENDER LEVY:** R 200.00

**DETAILS OF BIDDER**

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

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

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

**DOCUMENT SUBMISSION**

ORIGINAL

COPY

**PROOF OF PAYMENT ATTACHED**

YES

NO

**DOCUMENTS IN THIS BID DOCUMENT PACK**

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

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

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

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**1: The Tender**

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**Part T1: Tendering procedures**

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T1.1: Tender Notice and Invitation to Tender

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

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

Joint ventures are eligible to submit tenders provided that:

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

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

**Mpumalanga Tourism and Parks Agency**

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

Bid Documents are available as from the date of advertisement.

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

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

All SCM Queries

Mr. Evans Ngwenya

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

Tel:013 065 0886

**TECHNICAL QUERIES**

Mr. Sibusiso Mabunda

E-Mail: [Sibusiso.Mabunda@mtpa.co.za](mailto:Sibusiso.Mabunda@mtpa.co.za)

Tel:013 065 0888

**Compulsory briefing session will be as per the advert.**

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

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

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

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

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

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T1.2: Tender Data

Clause number	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in <b>Annex F of the CIDB Standard for Uniformity in Construction Procurement</b>. (See <a href="http://www.cidb.org.za">www.cidb.org.za</a>) which are reproduced without amendment or alteration for the convenience of bidders as an Annex to the Tender Data.)</p> <p><b>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</b></p> <p>Each item of the Tender Data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>
F.1.1	The employer is the Mpumalanga Tourism and Parks Agency.
F.1.2	<p>The tender documents issued by the employer comprises:</p> <p><b>The Tender</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p><b>The Contract</b></p> <p><b>Part C1: Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Construction Guarantee</p> <p>C1.4 Adjudicator's Contract</p> <p><b>Part 2: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Bills of Quantities</p> <p><b>Part 3: Scope of work</b></p> <p>C3 Scope of work</p> <p><b>Part 4: Site information</b></p> <p>C4 Site information</p>

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

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F.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 90 days.
F.2.19	Access shall be provided for inspections, tests and analysis as may be required by the employer.
F.2.23	<p>The bidder is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1. Proof of Contractor Registration issued by the Construction Industry Development Board</li> <li>2. An original valid Tax Clearance Certificate issued by the South African Revenue Services.</li> <li>3. A copy of Company Registration form</li> <li>4. A copy of Joint Venture Agreement if applicable</li> </ol>
F.3.4.1	<p>The time and location for opening of the tender offers are:</p> <p>11:00 on the 14 June 2024 at Block E Reception, N4 Halls Gateway, Mataffin, Nelspruit</p>
F.3.13.1	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>a) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>b) the bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>c) the bidder has not:               <ol style="list-style-type: none"> <li>i) abused the employer's supply chain management system;</li> <li>or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ol> </li> <li>d) has completed the Compulsory Enterprise Questionnaire, SBD1, SBD 4 and SBD 6.1, and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> <li>e) has submitted the required documents as stated in F 2.23</li> </ol>
F.3.18	Provide to the successful bidder one copy of the signed contract document.

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

**F.1 General**

**F.1.1 Actions**

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance, or loyalty which would in any way affect any decisions taken.

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

a) conflict of interest means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.
- ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organization which employs that employee.

b) comparative offer means the bidder's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.

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- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
- e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- f) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

**F.1.4 Communication and employer’s agent**

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

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

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

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

**F.1.6 Procurement procedures**

**F.1.6.1 General**

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

**F.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

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

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

**F.2 Bidder's obligations**

**F.2.1 Eligibility**

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

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

**F.2.2 Cost of tendering**

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

**F.2.3 Check documents**

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

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

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

**F.2.5 Reference documents**

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

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**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

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

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

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

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

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

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

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**F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

**F.2.15 Closing time**

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

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

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**F.2.16 Tender offer validity**

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

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

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

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

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

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

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

**F.2.18 Provide other material**

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

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

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

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

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

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

**F.2.21 Check final draft**

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

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

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

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 15 of 65

**F.2.23 Certificates**

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

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

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

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

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

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

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each bidder whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

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

**F.3.5 Non-disclosure**

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

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 16 of 65

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

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

**F.3.8 Test for responsiveness**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employer: \_\_\_\_\_ Witness for Employer: \_\_\_\_\_ Page 17 of 65

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

**F.3.13 Acceptance of tender offer**

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

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

**F.3.14 Prepare contract documents**

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

- a) Addenda issued during the tender period,
- b) Inclusion of some of the returnable documents, and
- c) Other revisions agreed between the employer and the successful bidder.

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

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

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

**F.3.16 Notice to unsuccessful bidders**

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

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

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

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

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

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

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 18 of 65

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_

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Part T2: Returnable Schedules

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 20 of 65

T2.1: List of Returnable Documents

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

The bidder must complete the following returnable documents:

**1 Returnable Schedules required only for tender evaluation purposes**

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

**2 Other Company documents required only for tender evaluation purposes**

- Proof of Contractor Registration issued by the Construction Industry Development Board - Compulsory
- An original valid Tax Pin issued by the South African Revenue Services (from the date of the closing date) - Compulsory
- Proof of registration of Closed Corporation or Company or other legal entities applicable to tender Certified copy- Compulsory
- A Valid Letter of good standing from the Compensation Commissioner (from the date of the closing date) – Compulsory
- A certified copy of registration as a Type 2 or Type 3 registered asbestos contractor with the Chief Inspector, in accordance with the Department of Labour regulations.***

**3 Returnable Schedules that will be incorporated into the contract**

**4 Other documents that will be incorporated into the contract**

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

**5 C2.2 Bills of quantities**

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 21 of 65

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

**Resolution of Board of Directors / Members / Partners**

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

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

Held at \_\_\_\_\_ *(place)*

On \_\_\_\_\_ *(date)*

**RESOLVED that:**

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

\_\_\_\_\_  
\_\_\_\_\_  
*(project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(Tender Number as per Tender Document)*

2. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 22 of 65

6			
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Note:

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

**ENTERPRISE STAMP**

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 23 of 65

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

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

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

\_\_\_\_\_

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

Held at \_\_\_\_\_ *(place)*

On \_\_\_\_\_ *(date)*

**RESOLVED that:**

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_  
*(Project description as per Tender Document)*

Tender Number: \_\_\_\_\_ *(Tender Number as per Tender Document)*

4. The Principal Partner of the Joint Venture will be

\_\_\_\_\_

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

5. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_

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

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

Physical address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

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

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_

9			
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Note:

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

**ENTERPRISE STAMP**

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

Special Resolution of Joint Venture Partners

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

- 8. \_\_\_\_\_
- \_\_\_\_\_
- 9. \_\_\_\_\_
- \_\_\_\_\_
- 10. \_\_\_\_\_
- \_\_\_\_\_
- 11. \_\_\_\_\_
- \_\_\_\_\_
- 12. \_\_\_\_\_
- \_\_\_\_\_
- 13. \_\_\_\_\_
- \_\_\_\_\_
- 14. \_\_\_\_\_

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_

\_\_\_\_\_  
15. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

**RESOLVED that:**

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

\_\_\_\_\_  
\_\_\_\_\_  
(Project description as per Tender Document)

Tender Number: \_\_\_\_\_ (Tender Number as per Tender Document)

B. Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

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

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

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

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

Physical address: \_\_\_\_\_

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_

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

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

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

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

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

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 28 of 65

*Note:*

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

**Compulsory Enterprise Questionnaire**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

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

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 29 of 65



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

\*insert separate page if necessary

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

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

Name	Position	Signed

Name of Bidder	Date

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 31 of 65

**Record of Addenda to tender documents**

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

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

Name	Position	Signed

Name of Bidder	Date

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 32 of 65

**Proposed Amendments and Qualifications**

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

Page	Clause or item	Proposal

Name	Position	Signed

Name of Bidder	Date

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 33 of 65

**Capacity of Bidder**

**Evaluation of functionality**

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

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

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_

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

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

**Price: 80%**

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

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

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

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

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

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 35 of 65



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

3.1. Current projects:

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

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 37 of 65

Previous projects:

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

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 38 of 65

**Site Inspection Certificate**

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

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

Name Bidder's Representative	Position	Signed

Name of Bidder	Date

Name of Employer's Representative	Signature	Date

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_

BID NO: MTPA/20242025/PMU/01

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

BID NUMBER:	MTPA/20242025/PMU/01	CLOSING DATE:	14 June 2024	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR ASBESTOS REMOVAL AND REPLACEMENT AT MANYELETI NATURE RESERVE.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
SUPPLY CHAIN MANAGEMENT UNIT, PROCUREMENT OFFICE (MTPA FINANCE BLOCK E)					
N4 NATIONAL ROAD, HALL'S GATEWAY MATAFFIN					
1200					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Evans Ngwenya		CONTACT PERSON	Sibusiso Mabunda	
TELEPHONE NUMBER	013 065 0886		TELEPHONE NUMBER	013 065 0888	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Evans.Ngwenya@mtpa.co.za		E-MAIL ADDRESS	Sibusiso.Mabunda@mtpa.co.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 40 of 65

**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 41 of 65

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

Full Name	Identity Number	Name of State institution

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

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

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

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_

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

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

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>1</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

Employer: \_\_\_\_\_ Witness for Employer: \_\_\_\_\_ Page 43 of 65

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 44 of 65

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 45 of 65

**2. DEFINITIONS**

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

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

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

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

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

Where

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

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

**3.2.1. POINTS AWARDED FOR PRICE**

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

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

Where

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

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 46 of 65

**4. POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of--

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI		6		
Youth		4		
Gender (Women)		5		
Disability		5		

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

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

Employer: \_\_\_\_\_ Witness for Employer: \_\_\_\_\_ Page **47** of **65**

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_

---

**C: The Contract**

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**Part C1: Agreement and contract data**

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C1.1 Form of Offer and Acceptance

Offer

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

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

The bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

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

.....Rand (in words);

R..... (in figures)

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

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

Name .....

Capacity .....

**for the bidder**

(Name and .....

address of

organization) .....

.....

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page **49** of **65**

Name and signature of witness .....

Acceptance

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

The terms of the contract, are contained in:

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

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

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

Name .....

Capacity .....

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

Name and .....

signature

of witness Date .....

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

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

Employer:\_\_\_\_\_

Witness for Employer:\_\_\_\_\_ Page 50 of 65

Schedule of Deviations

- 1 Subject .....  
Details .....  
.....  
.....
  
- 2 Subject .....  
Details .....  
.....  
.....
  
- 3 Subject .....  
Details .....  
.....  
.....
  
- 4 Subject .....  
Details .....  
.....  
.....
  
- 5 Subject .....  
Details .....  
.....  
.....

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

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

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 51 of 65

**C1. Contract Data**

REFER TO ANNEXURE :A

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**C2. Bill of Quantities**

---

REFER TO ANNEXURE: B

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 52 of 65

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**Part C3: Scope of Work**

---

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 53 of 65

C3: Scope of Work

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

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

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

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

Employer: \_\_\_\_\_

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

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

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**4.5 Plant materials and equipment supplied by the employer**

Nil

**4.6 Other facilities and services**

All temporary facilities to be provided by contractor

**5 MANAGEMENT OF THE WORKS**

**5.1 Applicable SANS 1921 standards**

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

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

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

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

The associated Specification Data is as follows:

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

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

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

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

Employer: \_\_\_\_\_

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

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

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

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

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

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

Employer: \_\_\_\_\_

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

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

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

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_

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

**5.2.2 Code of Conduct for working in MTPA reserves**

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

**5.3 Unauthorized Persons On Site**

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

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

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

**5.4 Quality plans and control**

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

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

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

Employer: \_\_\_\_\_

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

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

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

Employer: \_\_\_\_\_

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

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

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

Employer: \_\_\_\_\_

Witness for Employer: \_\_\_\_\_ Page 64 of 65

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

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

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

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

**PREAMBLES FOR TRADES**

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

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

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

**PRICING OF PRELIMINARIES**

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

**Carried to Collection**

**SECTION A: PRINCIPAL BUILDING AGREEMENT**

**Interpretation (A1-A7)**

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

Carried to Collection

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

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

**Dispute resolution (A30)**

30 Clause 30.0 - Dispute resolution  
F:..... V:.....  
T:.....

Item

31 Agreement  
The second sentence of the introduction where the parties sign the agreement, namely "Any provision in this agreement..... acceptance by such subcontractor at any time." is deemed to be deleted

The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties

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

Item

32 Contract data  
F:..... V:.....  
T:.....

Item

**Carried to Collection**

**SECTION B: PRELIMINARIES**

**Interpretation (B1)**

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

Item

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

Item

**Documents (B2)**

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

Item

36 Clause 2.2 - Provisional bills of quantities

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

Item

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

Item

**Previous work and adjoining properties (B3)**

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

Item

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

Item

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

Item

**The site (B4)**

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

Item

**Carried to Collection**

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

**Samples, shop drawings and manufacturer's instructions**

**(B6)**

53	Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item
54	Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item
55	Clause 6.3 - Shop drawings F:..... V:..... T:.....	Item
56	Clause 6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item

**Deposits and fees (B7)**

57	Clause 7.1 - Deposits and fees F:..... V:..... T:.....	Item
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**Temporary services (B8)**

58	Clause 8.1 - Water F:..... V:..... T:.....	Item
59	Clause 8.2 - Electricity F:..... V:..... T:.....	Item
60	Clause 8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item
61	Clause 8.4 - Communication facilities F:..... V:..... T:.....	Item

**Carried to Collection**

**Prime cost amounts (B9)**

62 Clause 9.1 - Responsibility for prime cost amounts

**Attendance on subcontractors (B10)**

63 Clause 10.1 - General attendance

**User note**

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

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

Item

**General (B11)**

64 Clause 11.1 - Protection of the works

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

Item

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

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

Item

66 Clause 11.3 - Security of the works

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

Item

67 Clause 11.4 - Notice before covering work

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

Item

68 Clause 11.5 - Disturbance

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

Item

69 Clause 11.6 - Environmental disturbance

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

Item

70 Clause 11.7 - Works cleaning and clearing

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

Item

**Carried to Collection**

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

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

**SECTION C: SPECIFIC PRELIMINARIES**

76 Warranties for materials and workmanship

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

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

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

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

Item

77 Overtime

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

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

Item

**Carried to Collection**

78 Co-operation of the contractor for cost management

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

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

Item

79 Overloading

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

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

Item

80 Propping of floors below

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

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

Item

**Carried to Collection**

<p>81 Testing of flat roof waterproofing for watertightness</p> <p>Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least forty (40) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing</p> <p>F:..... V:..... T:.....</p>	Item		
<p>82 Labour Records</p> <p>At the end of each week the contractor shall provide the principal agent (upon request) with a written record, in schedule form, reflecting the number and descriptions of tradesmen and labourers employed by him and all subcontractors on the works each day of that week</p> <p>F:..... V:..... T:.....</p>			
<p>83 Advertising rights</p> <p>The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. Position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting the obligations under this agreement</p> <p>F:..... V:..... T:.....</p>			
<p>84 Confidentiality</p> <p>The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works</p> <p>No information regarding this project shall be published or disclosed without the prior written consent of the employer</p> <p>F:..... V:..... T:.....</p>			
<p><b>Carried to Collection</b></p>			

**SUMMARY OF CATEGORIES**

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

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COLLECTION

Total Brought Forward from Page No.

Page No

Amount

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

Carried to Final Summary

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

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

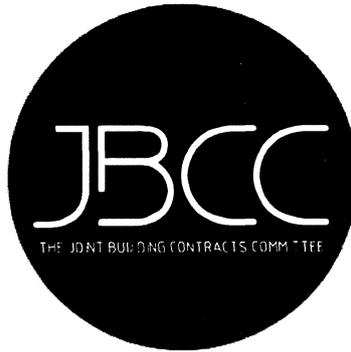
Item no	Unit	Quantity	Rate	Amount
<b>BILL NO 4</b>				
<b><u>ROOF COVERINGS ETC.</u></b>				
<b><u>Approved Chromadek 0.5mm IBR roof sheets (Aloe Green) laid on timber battens in accordance with manufacturer's instruction.</u></b>				
1	m2	1140		
2	m	183		
3	m	321		
4	m	201		
5	m	100		
6	m	975		
7	m	60		
8	Item	1		
<b><u>Approve 4mm ceiling fixed to branderings in accordance with the manufactures instructions</u></b>				
9	m2	520		
10	m	975		
11	m	674		
12	No	1		
13	Item	1		
<b><u>SABS approved roof 100mm Aerolite Insulation or similar approve insulation product, installed in accordance with the manufacture's instructions.</u></b>				
14	m2	520		
15	Item	1		
<b>Carried to Summary</b>				

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

**SUMMARY**

Amount

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



# PRINCIPAL BUILDING AGREEMENT

## Organs of State Contract Data

Project :

Employer :

Contractor :

Contract Date :

File Code :

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

## **JBCC®**

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

## **Application of JBCC® agreements**

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

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

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

## **Endorsement of JBCC® agreements**

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

## **Warning!**

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

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

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

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## A PROJECT INFORMATION

### A 1.0 Works [1.1]

Project name	
Reference number	
<b>Works</b> description	

### A 2.0 Site [1.1]

Erf / stand number	
Township / Suburb	
<b>Site</b> address	
Local authority	

### A 3.0 Employer [1.1]

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

### A 4.0 Principal agent [1.1]

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

**A 5.0 Agent** [1.1; 6.2] Discipline

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

**A 6.0 Agent** [1.1; 6.2] Discipline

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

**A 7.0 Agent** [1.1; 6.2] Discipline

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

**A 8.0 Agent** [1.1; 6.2] Discipline

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

**A 9.0 Agent** [1.1; 6.2]

Discipline

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

**A 10.0 Agent** [1.1; 6.2]

Discipline

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

**A 11.0 Agent** [1.1; 6.2]

Discipline

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

**A 12.0 Agent** [1.1; 6.2]

Discipline

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



**B 5.0 Employer’s agents [6.0]**

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

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

**B 6.0 Insurances [10.0]**

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

and/or

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

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

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

**B 8.0 Nominated subcontractors [14.0]**

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

**B 9.0 Selected subcontractors [15.0]**

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

**B 10.0 Direct contractors [16.0]**

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

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

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

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

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

or where sections are applicable

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

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

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

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

**B 14.0 Payment [25.0]**

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

**B 15.0 Dispute resolution [30.0]**

Adjudication [30.6.1; 30.10]	
Name of nominating body	
Applicable rules for adjudication [30.6.2]	
Arbitration [30.7.4; 30.10]	Yes/no? *
If Yes, name of nominating body	
* If No, then dispute will be referred to litigation	
Applicable rules for arbitration [30.7.5]	

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

Provisional bills of quantities [P2.2]	Yes/no?		
Availability of construction information - is the construction information complete? [P2.3]	Yes/no?		
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]			
Previous work - <b>defects</b> - details of previous contract(s) [P3.2]			
Inspection of adjoining properties - details [P3.3]			
Handover of <b>site</b> in stages - specific requirements [P4.1]			
Enclosure of the <b>works</b> - specific requirements [P4.2]			
Geotechnical and other investigations - specific requirements [P4.3]			
Existing premises occupied - details [P4.5]			
Services - known - specific requirements [P4.6]			
Water [P8.1]	By <b>contractor</b>	Yes/no?	
	By <b>employer</b>	Yes/no?	
	By <b>employer</b> – metered	Yes/no?	
Electricity [P8.2]	By <b>contractor</b>	Yes/no?	
	By <b>employer</b>	Yes/no?	
	By <b>employer</b> – metered	Yes/no?	
Ablution and welfare facilities [P8.3]	By <b>contractor</b>	Yes/no?	
	By <b>employer</b>	Yes/no?	

Communication facilities - specific requirements  
[P8.4]

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

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

Disturbance - specific requirements [P11.5]

Environmental disturbance - specific requirements  
[P11.6]

## B 17.0 Changes made to JBCC® documentation

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

### 1.1 Definitions

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

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

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

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

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

### 3.0 Offer and Acceptance

Amend 3.3 to read as follows:

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

### 6.0 Employer's Agents

Add the following as 6.7:

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

### 9.0 Indemnities

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

### 10.0 Insurances

Add the following as 10.1.5.1:

#### Hi Risk Insurance

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

##### 10.1.5.1.1 Damage to the works

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

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

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

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

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

##### 10.1.5.1.3

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

##### 10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

### 11.0 Securities

Amend 11.10 to read as follows:

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

### 12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

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

12.2.2: Not applicable

Add the following as 12.2.22:

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

### 19.0 Practical Completion

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

### 21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

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

### 25.0 Payment

25.7.5: Not applicable

25.10: Delete the words "and/or **compensatory interest**"

25.14.2: Not applicable

### 27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

### 29.0 Termination

Add the following after 29.1.3:

or where ...

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

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

## C TENDERER'S SELECTIONS

### C 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B

Option A	Guarantee for construction (variable) by contractor [11.1.1]
Option B	Guarantee for construction (fixed) by contractor [11.1.2]
Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

### C 2.0 Contractor's annual holiday periods during the construction period

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

### C 3.0 Payment of preliminaries [25.0]

#### Contractor's selection

Select Option A or B

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

#### Payment methods

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

#### Lump sum contract

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

### C 4.0 Adjustment of preliminaries [26.9.4]

#### Contractor's selection

Select Option A or B

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

#### Provision of particulars

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

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

### Adjustment methods

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

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

### Failure to provide particulars within the period stated

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

### Lump sum contract

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