



INVITATION TO QUOTE

RFQ NUMBER:	EKZNW22.02.2024
DESCRIPTION OF GOODS/SERVICE/WORK REQUIRED:	APPOINTMENT OF A THATCHING SPECIALIST COMPANY FOR HILLTOP CAMP EZEMVELO KZN WILDLIFE
REQUIRED CIDB GRADING	It is estimated that tenderers should have a CIDB contractor grading of 2 GB or higher.
COMPULSORY BRIEFING SESSION DATE & ADDRESS:	Date: 28 February 2024 Time: 11:00am Venue: Ezemvelo KZN Wildlife, Hilltop Camp
CLOSING DATE AND TIME:	Date: 11 March 2024 Time: 16:00pm
BID VALIDITY PERIOD:	90 calendar days (commencing from the Closing Date)
QUOTATION DOCUMENT MUST BE SUBMITTED BY E-MAIL TO:	procurement@kznwildlife.com
FOR ATTENTION:	

NAME OF BIDDER:	
QUOTE PRICE	
BIDDERS SIGNATURE:	

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

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the quotation forms be retyped or redrafted.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be accurately completed. Bidders must ensure that all questions are answered. If questioned are “not applicable”, bidders must ensure that “N/A” is indicated in the relevant space. It is not permissible to leave blank spaces or unanswered questions. Bidders will only be considered if the quotation document is accurately completed and accompanied by all relevant certificates and other necessary applicable information. Failure to comply with the same will invalidate your quote.
5. Any alteration made by the bidder must be initialed.
6. Bidder must initial each and every page of the quotation document.
7. For compulsory briefing sessions - Bidders must ensure that during a briefing session, the attendance register is signed. Failure to sign the attendance will result in the bid being disqualified.
8. “Proof of B-BBEE status level of contributor” means-
 - (a) the B-BBEE status level certificate issued by an authorised body or person;
 - (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)
, WHO

REPRESENTS (state name of bidder)
CSD Registration

Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE					
RFQ NUMBER:	EKZNW22.02.2024	CLOSING DATE:	11 March 2024	CLOSING TIME:	16:00pm
DESCRIPTION	APPOINTMENT OF A THATCHING SPECIALIST COMPANY FOR HILLTOP CAMP EZEMVELO KZN WILDLIFE				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED TO THE FOLLOWING ADDRESS:					
QUOTATION DOCUMENT MUST BE SUBMITTED BY E-MAIL TO: procurement@kznwildlife.com					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Sbonelo Ngubelanga		CONTACT PERSON	Ms. Bongwiwe Mazibuko	
TELEPHONE NUMBER	033 845 1187		TELEPHONE NUMBER	033 845 1912	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	ngubelasb@kznwildlife.com		E-MAIL ADDRESS	mazibukb@kznwildlife.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

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

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

..... Signature Date
..... Position Name of bidder

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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 **80/20** preference point system.
- b) **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \mathbf{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black owned enterprise	8	
51% owned by Black people who are women	4	
51% owned by Black people who are youth	4	
Geographical Location (Enterprises located in Zululand or uMkhanyakude or King Cetshwayo Districts)	4	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

AUTHORITY TO SIGN A BID

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

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

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

.....
 hereby authorise Mr/Mrs/Ms
 acting in the capacity of
 whose signature is
 to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

- Co-operative: Resolution letter from the directors
- Close Corporation: Resolution letter from the directors
- Company: Resolution letter from the director/s
- Sole Proprietor: Resolution letter from the director
- Partnership: Resolution letter from the director
- Joint Venture / Consortium: Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 51. The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any Report any Unethical Activity Without Fear of Victimization – Whistle Blow 0800 221 126 anytime

provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

52. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
53. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
54. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

7.4 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.5 a cashier's or certified cheque

7.5.1 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

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

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

10 Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

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

14. Spare parts

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if

any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

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

28. Limitation of liability

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

SPECIAL CONDITIONS OF CONTRACT

1. INTRODUCTION

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

2. VALIDITY PERIOD

The offers must remain valid for a period of 60 calendar days from the closing date of the submission of bids.

3. NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.

4. TAX MATTERS

It is a condition of this bid that the tax matters of a successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's obligation.

The Tax Compliance status requirements are also applicable to foreign bidders/individual who wish to submit bids.

Bidder must be registered on the Central Supplier Database (CSD) and provide its CSD number.

When a Consortium, Joint Venture, Sub-contractors is involved, each party must be registered on the CSD and their tax compliance status will be verified through the Central Supplier Database.

The bid will be awarded to the bidder who is tax compliant.

5. DECLARATION OF INTEREST (SBD 4)

A bidder or his/her authorized representative is required to declare if the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest has any interest(s) in any other related enterprise whether or not they are bidding for this contract. The Bidder's Disclosure (SBD 4) must be completed fully and if disclosure is found not to be true and complete in every respect the bidder will be disqualified.

6. SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIM (SBD 6.1)

The tenderer must indicate how they claim points for specific goals and substantiate by submitting proof/ documentation stated in the conditions of this tender. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender for specific goals will be interpreted to mean that preference points are not being claimed. The failure by the tenderer to indicate the points claimed will also result in points not being allocated.

7. EVALUATION CRITERIA

The evaluation process will be conducted in phase as follows:

PHASE 1	PHASE 2
Mandatory requirement and Completeness Screening	Price and Preference Points System
Compliance and completeness of proposal per the set of bid conditions.	The bid will be evaluated in terms of Preferential Procurement Regulations, 2022.

7.1. Phase 1: Compliance and completeness screening

- The bidder must be fully registered on the National Treasury Central Supplier Database (CSD) at the closing time of the bid.
- Bid documents must be properly received on the bid closing date and time specified on the invitation.
- Bidder must ensure compliance with their tax obligations. No tender may be awarded to any tenderer whose tax matters have not been declared by the SARS to be in order.
- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS.
- The bid document must be fully completed, dated, signed and initial every page of the bid.
- The bidder or any of its directors/shareholders 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.
- The bidder or any of its directors/shareholders are not restricted from doing business with government in terms of SCM Practice Note 05 of 2006.
- The bidder has made the necessary disclosures on SBD4.

7.2. Phase 2: Preference Point System

- The applicable preference point system for this tender is the 80/20 preference point system.
- Points shall be awarded for price is (80) and (20) for specific goals.
- The specific goals for the tender and points claimed are indicated per the table below:

Specific Goals for Ezemvelo KZN Wildlife			
51% Black owned enterprise	51% Women owned enterprise	51% owned by Black youth	Bidder Geographic location

- Points claimed must be substantiated by the following valid documents:
 - ✓ Proof of B-BBEE status level of contributor.
 - ✓ In the case of B-BBEE certificates, the bidder must also submit the full verification report which shows the percentage of Black women and Black Youth ownership.
 - ✓ Confirmation of bidder location in the form of a utility bill or letter from the ward Councillor.

CHECKLIST: COMPILATION OF BID DOCUMENT

No.	Description	Yes	No
1.	Did you take note of the closing date, time and how to submit your bid?		
2.	Did you sign the SBD 1 form?		
3.	Did you take note of the Tax Compliance Status requirement?		
4.	Is the SBD 4 (Bidders Disclosure) true and complete in every respect?		
5.	With regards to SBD 4; Have the companies that appear under each Director/Shareholder/Member been declared on paragraph 2.3?		
6.	Is the SBD 6.1-form completed, signed and has documentary proof of points claimed provided?		
7.	Has the Price page (SBD 3) been verified to be accurate?		

C1.1 CONTRACT DATA

CONTRACT DATA: JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

The Conditions of Contract are clauses 1 to 30 of the JBCC Series 2000 Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.

A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	APPOINTMENT OF A THATCHING SPECIALIST COMPANY FOR HILLTOP CAMP EZEMVELO KZN WILDLIFE
Reference number	BID NUMBER: EKZWN22.02.2024
Works description	THATCHING OF HILLTOP OF EZEMVELO KZN WILDLIFE

A 2.0 Site [1.1]

Erf / stand number	N/A
Township / Suburb	N/A
Site address	N/A
Local authority	Enterprises located in the following districts and local municipalities: Zululand ,uMkhanyakude or King Cetshwayo District

A 3.0 Employer [1.1]

Name	Ezemvelo KZN Wildlife		
Country	South Africa		
Employer's representative: Name	Mr. Fisokuhle Bhengu		
E-mail	bhenguf@kznwildlife.com	Telephone number	+27(0) 33 845 1916
Mobile number	N/A		
Postal address	225 Old Howick Road, Pietermaritzburg,		
		Postal code	3201
Physical address	225 Old Howick Road, Pietermaritzburg,		
		Postal code	3201

A 5.0 Agent [1.1; 6.2]

Discipline	Project Manager
------------	-----------------

Name	Ezemvelo KZN Wildlife		
Legal entity of above	Ezemvelo KZN Wildlife	Contact person	Bongiwe Mazibuko
Practice number		Telephone number	+27(0) 33 845 1912
		Contact person	N/A
Country	South Africa	E-mail	mazibukb@kznwildlife.com
Postal address	225 Old Howick Road, Howick,		
	Pietermaritzburg	Postal code	3201
Physical address	225 Old Howick Road, Howick,		
	Pietermaritzburg	Postal code	3201

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work (sixth edition as amended)
--	---

B 2.0 Law, regulations and notices [2.0]

Law applicable to the works , state country [2.1]	The law applicable to this agreement shall be that of the: Republic of South Africa
---	---

B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rands (R)
--	---------------------------

B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	Three (3) copies of the construction documents will be supplied to the contractor free of charge
JBCC Engineering General Conditions are to be included in the contract documents:	NO

Documents comprising the agreement	Page numbers
The JBCC [®] Principal Building Agreement, Edition 6.2 May 2018	1 to 30

The JBCC [®] Principal Building Agreement - Contract Data , Edition 6.2 May 2018	1 to 14
The JBCC [®] General Preliminaries for use with the JBCC [®] Principal Building Agreement, Edition 6.2 May 2018	1 to 19

Contract drawings – description	Number	Revision	Date
N/A			

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]
Project manager
Principal agent’s and agents’ interest or involvement in the works other than a professional interest [6.3]
- NONE

B 6.0 Insurances [10.0]

Insurances by Contractor		
Yes/no?	YES	
Contract works insurance[10.1.1; 10.2]:		Contract works insurance to be effected by the contractor To the minimum value of the contract sum plus 10% With a deductible not exceeding 5% of each and every claim
Supplementary insurance [10.1.2; 10.2]		Supplementary insurance is required: Yes To the minimum value of the contract sum plus 10 %
Public liability insurance [10.1.3; 10.2]		Public liability insurance to be effected by the contractor <input checked="" type="checkbox"/> For the sum of R 10 million With a deductible not exceeding 5% of each and every claim
Removal of lateral support insurance [10.1.4; 10.2]		N/A
Other insurances [10.1.5]		N/A
Yes/no?		If yes, description 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?	YES
If yes, description	Staff members and tourists visiting the game/nature reserves will be active around the site during the construction work hours.		
Restriction of working hours [12.1.2]		Yes/no?	Yes
If yes, description	<p>Working hours will be restricted to the times that the game/nature reserves is operating.</p> <p>No work is permitted on Saturdays and Sundays and all official Public Works.</p> <p>The contractor will not be allowed to be on site overnight and will need to travel into the game/nature reserve every day. The contractor needs to ensure that he exits the Game Reserve by closing time.</p>		
Natural features and known services to be preserved by the contractor [12.1.3]		Yes/no?	YES
If yes, description	Refer to Environmental Management Plan		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes/no?	YES
If yes, description	<p>The Contractor will be restricted to areas of work only.</p> <p>The Contractor will be required to provide hoarding to enclose his work area.</p>		
Supply of free issue [12.1.10]		Yes/no?	NO
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes/no?	NO	If yes, description of specialization N
Specialisation 1	N/A	

B 9.0 Selected subcontractors [15.0]

Yes/no?	NO	If yes, description of specialisation
Specialisation 1	N/A	

B 10.0 Direct contractors [16.0]

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

B 10.0 Description of sections [20.1] – Not Applicable

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

B 11.0 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 [12.1.5]	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]
	Date	working days	Period in months	Penalty amount per calendar day (excl. tax)
	To be Advised on Award	7 Days	To be Determined per site	R 1 000.00

- Period for the commencement of the works after the contractor takes possession of the site: Ten (10) working days.
- For the works as a whole:

The date for practical completion shall be determined from the commencement date and the penalty per calendar day shall be R 1 000.00 excluding VAT.

Defects liability period [21.0]:

Extended defects liability period: Refer B17.0 [21.13]		Yes/no?	YES
If yes, description of applicable elements	13.1 All engineering work (12 months) 13.2 13.3 13.4 13.5 13.6		

B 12.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	By the 20 th of every month		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	YES		
If yes, method to calculate	Haylett Formulae		

B 13.0 Dispute resolution [30.0]

Dispute resolution of any dispute shall be conducted in the following chronologically order with litigation being last resort:

- 1 Negotiation
- 2 Mediation
- 3 Adjudication
- 4 Arbitration
- 5 Litigation

B 14.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]	The quantities in provisional bills of quantities are an indication of the works to be executed and are subject to re-measurement
Availability of construction information [P2.3]	Where the construction information for the works is incomplete and will only be completed during the construction period the contractor and project manager shall work together to identify the requirements for the provision of construction information. The contractor and project manager shall agree the dates that are reasonable by when the contractor is to be provided with each outstanding item of the construction information in terms of the programme.
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	N/A
Previous work - defects - details of previous contract(s) [P3.2]	N/A
Inspection of adjoining properties - details [P3.3]	N/A
Handover of site in stages - specific requirements	N/A

[P4.1]			
Enclosure of the works - specific requirements [P4.2]		The contractor shall erect, maintain and remove at completion hoardings with gantries, fans, safety screens, elements thereof, all for the enclosure of the works from the public and others. The contractor needs to ensure that his enclosure is adequate as the site is within a game/nature reserve.	
Geotechnical and other investigations - specific requirements [P4.3]		N/A	
Existing premises occupied - details [P4.5]		YES	
Services - known - specific requirements [P4.6]		N/A	
Water [P8.1]	By contractor	Yes	Water for construction purposes must be obtained from alternative water source/s (i.e. any supply other than water that is produced and distributed by a regulated water service authority from a licensed water treatment works for human consumption) - e.g. dams, rivers, boreholes, springs, rainwater harvesting, recycled sewage water, etc. The alternative water resource shall not be of an inferior quality standard than that required for construction purposes. The Contractor shall provide relevant certificates from an approved authority demonstrating the suitability of the water for construction purposes at his own expense, prior to usage for the works. Should this not be done, any consequential instructions to rectify or in any way occasioned as a result of the usage of non-approved water, shall be solely for the contractors account.
	By employer	No	
	By employer – metered	No	
Electricity [P8.2]	By contractor	Yes	
	By employer	No	
	By employer – metered	No	
Ablution and welfare facilities [P8.3]	By contractor	Yes	Ablution facilities shall be provided by the contractor as stated in the schedule and shall be provided for the use of all persons on the site. The contractor shall maintain such facilities in a thoroughly clean and tidy condition and make good damage thereto at his own expense.
	By employer	No	

Communication facilities - specific requirements [P8.4]	The contractor shall provide communication facilities as required for his staff as well as for the agents of the employer when on site and shall be liable for all costs related thereto.
Protection of the works - specific requirements [P11.1]	The contractor shall erect, maintain, and remove at completion hoardings with gantries, fans, safety screens, elements thereof, all for the protection of the work, the public and others. Adequate protection of the works must be ensured by the contractor as the site is within a game/nature reserve.
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]	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 practical completion.
Disturbance - specific requirements [P11.5]	The contractor shall execute the works with a minimum of disturbance to adjoining premises, any parts of the works already handed over and the occupants of those premises and/or parts
Environmental disturbance - specific requirements [P11.6]	The contractor shall execute the works without any unreasonable adverse effect on the environment and ensure works are completed as per the requirements of environmental management plan.

B 15.0 Changes made to JBCC[®] documentation

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

Clause 1.1 Definition of "**Commencement Date**" is added:

"**COMMENCEMENT DATE**" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Guarantee for Construction**" is amended by replacing it with the following:

"**GUARANTEE FOR CONSTRUCTION**" means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as approved by the employer.

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"**CONSTRUCTION PERIOD**" means the period commencing on the **commencement date** and ending on the date of **practical completion**

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**CORRUPT PRACTICE**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"**FRAUDULENT PRACTICE**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open

competition

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"INTEREST" means 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)

Clause 1.1 Definition of **"Principal Agent"** is amended by replacing it with the following:

"PRINCIPAL AGENT" means the person or entity appointed by the **employer** and named in the **schedule** as such. 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 a representative of the **employer** as named in the **schedule**

Clause 1.1 Definition of **"Security"** is amended by replacing it with the following:

"SECURITY" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

Clause 1 is amended by the addition of the following:

Clause 1.2.6 If any provision of this **agreement**, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under the law; the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the parties shall endeavour in good faith to agree an alternative provision to the void, illegal or unenforceable provision.

Clause 1.2.7 No waiver or relaxation of any of the provisions or terms of this **agreement** (or any **agreement** or other document issued or executed pursuant to in terms of this **agreement**) shall operate as an estoppel against a party in respect of any of its rights in terms of this **agreement**

No failure by a party to enforce any provision of this **agreement** shall constitute a waiver of such provisions or affect in any way such party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.

Clause 1.2.8 If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons:-

Clause 1.2.8.1 these persons are deemed to be jointly and severally liable to the **employer** for the performance of this **agreement**

Clause 1.2.8.2 these persons shall notify the **employer** of their leader who has authority to bind the **contractor** and each of these persons: and

Clause 1.2.8.3 the **contractor** shall not alter its composition or legal status without the prior written consent of the **employer**

Clause 1.2.9 The **contract documents** shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the JBCC Principal Building Agreement as the special conditions shall prevail over all other **contract documents**.

LAW, REGULATIONS AND NOTICES

Clause 2.0

Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification and baseline risk assesment.

Clause 2.4.2 is amended by replacing it with the following

No clause

Clause 2.0 is amended by the addition of the following:-

Clause 2.5 The contractor shall take all reasonable precautions to maintain the health and safety of persons in and about the execution of the **works**. Without limitation the contractor hereby:

Clause 2.5.1 accepts that the **employer** will appoint him as the **Principal Contractor** (as defined and provided for under the Construction Regulations 2014 (as amended) and promulgated under the Occupational Health and Safety Act 85 of 1993 (as amended) for the site

Clause 2.5.2 acknowledges and confirms that the **contract sum** includes a sufficient amount for proper compliance with the **employer's** health and safety specification, the construction regulations, all applicable health and safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this **agreement** and generally for the proper maintenance of health and safety in and about the execution of the works including all materials, labour, training, equipment and all other requirements necessary to ensure proper and complete health and safety implementation and management on site in accordance with applicable legislation; and

Clause 2.5.3 undertakes, in and about the execution of the **works**, to comply with the Construction Regulations and with all applicable health and safety laws and regulations and rules and guidelines and procedures otherwise provided for under the **agreement** and shall ensure that all **sub-contractors**, employees and others under the **contractor's** direction and control, likewise observe and comply with the foregoing.

Clause 2.6 The **employer** reserves the right to pay direct (i.e) not through the **contractor** for all or any permanent connections to local or other authority services, for which provisional amounts have been included within the **contract documents**. In the event of the **employer** paying direct for these charges, the **contractor** will not be entitled to a ten per cent (10%) mark-up in terms of clause 32.4. All such provisional amounts included in the **contract sum** will, as a result, be omitted

OFFER AND ACCEPTANCE

Clause 3.0

Clause 3.2 is amended by replacing it with the following

Clause 3.2 The currency applicable to this agreement is South African Rands.

CESSION AND ASSIGNMENT

Clause 4.0

DOCUMENTS

Clause 5.0

Clause 5.0 is amended by the addition of the following:

Clause 5.7 The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer, principal agent and agents** shall have access at all times

EMPLOYER'S AGENTS

Clause 6.0

Clause 6.1. is amended to include clauses 26.8, 26.12 and 26.13 in terms of which the **employer** has retained its authority and has not given a mandate to the **Principal Agent** and in terms of which the **employer** shall sign all documents.

DESIGN RESPONSIBILITY

Clause 7.0 : DESIGN RESPONSIBILITY

Clause 7.1 is amended by the addition of the following:

Notwithstanding the provisions of clause 7.2, where the **contractor** undertakes the design responsibility of any aspect of the **works**, he shall indemnify and hold free the **employer** and his **agents** from responsibility for any claim or proceeding whatsoever due to any fault including fault in the design detailing and calculations. In respect of the design responsibility undertaken by any **nominated** or **selected sub-contractor**, such **sub-contractor** shall similarly, indemnify and hold free the **employer**, his **agents** and the **contractor** from responsibility for any claim or proceeding whatsoever due to any fault including fault in the design, detailing and calculations except where such **sub-contractor** is from the **mandatory partner** in which case the liability shall vest in the **contractor**.

Clause 7.0 is amended by the addition of the following:-

Clause 7.4 Without limiting or derogating from the employers rights under sub-clause 7.2, the contractor shall;

Clause 7.4.1 ensure that every **n/s or selected sub-contractor**, simultaneously with the signing of the relevant **n/s agreement**, signs (in terms of a written signing authority acceptable to the **principal agent**) and delivers to the **employer** a design, materials and workmanship warranty and undertaking (design warranty) in favour of the **employer**.

Clause 7.4.2 provide the **employer** evidence of suitable and sufficient professional indemnity insurance for all **sub-contractors** whose **subcontract** involves design work other than for temporary works.

Clause 7.5 pending delivery of the design warranty and the required evidence of the professional indemnity insurance **contractor** shall, notwithstanding anything to the contrary in the **agreement** and without limiting or derogating from the **employer's** rights under sub-clause 7.2, be responsible for issues that may arise, and pertaining to the relevant **sub-contract works**.

INSURANCE AND SECURITIES

WORKS RISK

Clause 8.0

Clause 8.5.1 is amended to read as follows:

The use or occupation, after **practical completion**, of any part of the **works** by the **employer**, the **employer's** servants or **agents**; and those for whose acts or omissions they are responsible.

INDEMNITIES

Clause 9.0

INSURANCES

Clause 10.0 is amended by the addition of the following:-

10.11.1 Damage to the Works

(a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary

(b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**

(c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6

(d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.12 Injury to Persons or loss of or damage to Properties

(a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable

(b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable 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, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable

(c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**

(d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**

(e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed

(f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.13 High 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 subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.13.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** 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

10.13.2 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 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

10.13.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor’s** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.13.4 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 10.7.1; 10.7.2 and 10.7.3. 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

SECURITY

Clause 11.0 is amended by deleting clauses 11.1 - 11.8 and replacing them with the following:

11.1.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date

11.1.1.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor

11.1.1.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor

11.1.1.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor

11.1.1.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer complies with the provisions of 27.3.1 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor

11.1.1.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party

11.1.1.7 Where security as a variable construction guarantee of ten per cent (10%) of the contract sum (excluding VAT) has been selected:

11.1.1.7.a The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date

11.1.1.7.b The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender

11.1.1.7.c The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring

11.1.1.7.d Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the fixed or variable construction guarantee

11.1.1.8 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:

11.1.1.8.a The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)

11.1.1.8.b The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion

11.1.1.8.c The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring

11.1.1.9 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement

Clause 11.11 In the event that the value of the works (excluding adjustments in terms of the contract price adjustment provisions) increases during the course of the contract by an amount of ten per cent (10%) or more of the contract sum, then upon written request from the principal agent, the contractor

shall, within ten (10) working days of such request arrange to have the construction guarantee guaranteed sum increased accordingly. The approved cost of increasing the construction guarantee shall be added to the contract

sum. If the contractor is so required to increase the guaranteed sum, no further amounts shall be certified or paid to the contractor until the guarantee has been increased.



Should the **contractor** be a joint venture, then each entity shall be jointly and severably liable to the **employer** for all obligations and liabilities in terms of this **agreement**. The amount so claimed against and paid under the **construction guarantee** shall be reimbursed to the **contractor** if and when the **construction guarantee** is reinstated, extended or substituted in compliance with the above (as the case may be) and the **principal agent** shall forthwith issue a **payment certificate** certifying the amount so due to the **contractor**.

EXECUTION

OBLIGATION OF THE PARTIES

Clause 12.0

Clause 12.1.5 is amended by replacing it with the following clause:

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

Clause 12.2.3 is deleted in its entirety and replaced with the following clause:

The security selected in terms of 11.0, as amended

Clause 12.2 is amended by the addition of the following clause:

12.2.22 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within thirty (30) **calendar days** of **commencement date**

Clause 12.0 is amended by the addition of the following:

12.4 Programme

12.4.1 This programme shall include 1½ **working days** per working month for inclement weather which shall include but not be limited to, wind and rain delays. Such provisions shall be monitored by the **contractor** and agreed with the **principal agent** as and when such inclement weather takes place and shall be recorded in the **programme** based on actual stoppages when incurred

12.4.2 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.

12.4.3 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**.

shall, within ten (10) working days of such request arrange to have the construction guarantee guaranteed sum increased accordingly. The approved cost of increasing the construction guarantee shall be added to the contract sum. If the contractor is so required to increase the guaranteed sum, no further amounts shall be certified or paid to the contractor until the guarantee has been increased.

Should the **contractor** be a joint venture, then each entity shall be jointly and severably liable to the **employer** for all obligations and liabilities in terms of this **agreement**. The amount so claimed against and paid under the **construction guarantee** shall be reimbursed to the **contractor** if and when the **construction guarantee** is reinstated, extended or substituted in compliance with the above (as the case may be) and the **principal agent** shall forthwith issue a **payment certificate** certifying the amount so due to the **contractor**.

EXECUTION

OBLIGATION OF THE PARTIES

Clause 12.0

Clause 12.1.5 is amended by replacing it with the following clause:

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

Clause 12.2.3 is deleted in its entirety and replaced with the following clause:

The security selected in terms of 11.0, as amended

Clause 12.2 is amended by the addition of the following clause:

12.2.22 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within thirty (30) **calendar days** of **commencement date**

Clause 12.0 is amended by the addition of the following:

12.4 Programme

12.4.1 This programme shall include 1½ **working days** per working month for inclement weather which shall include but not be limited to, wind and rain delays. Such provisions shall be monitored by the **contractor** and agreed with the **principal agent** as and when such inclement weather takes place and shall be recorded in the **programme** based on actual stoppages when incurred

12.4.2 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.

12.4.3 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 agent's** system and the **contractor** shall provide all the co-operation necessary to achieve this.

12.4.4 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.

For programming purposes, it shall be assumed that the quantities contained in the **bills of quantities** are provisional and thus 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**.

12.4.5 Should circumstances change to the extent where the **contractor** is of the opinion that changes to the **programme** are required, then the **contractor** shall submit a 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, and any costs related thereto as per the principles espoused in 15.5.1 above.

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.

12.4.6 The **contractor** and the **principal agent** shall, at regular intervals not exceeding 14 (fourteen) **calendar days**, agree the state of progress of the **works** relative to the latest agreed revision of the **programme**. Such **agreement** shall include the recording of actual commencement and **completion** dates for each activity and shall constitute the official record of the progress at such point in time.

12.4.7 In addition to and based on the **programme** systems and format dictated above, the **contractor** shall devise detailed working **programmes**. These shall be drawn 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**.

12.4.8 **Contract instructions** shall be issued in accordance with clause 17, as amended.

SETTING OUT OF THE WORKS

The following sub-clauses are hereby added to this clause:-

13.3 The **contractor** shall provide general attendance and all reasonable assistance to the employer's appointed land surveyor, or any other land surveyor who may be appointed by the **employer**.

13.4 The **contractor** shall perform tolerance control checks regularly throughout the **construction period** and report on these at regular intervals to the **principal agent** in a format approved by the **principal agent**. Should the **contractor** fail to comply with this requirement to the satisfaction of the **principal agent**, progressively as the structure is constructed, the **employer** shall be entitled to commission a registered land surveyor to do so on the **contractor's** behalf and at the **contractor's** expense

NOMINATED SUBCONTRACTORS

Clause 14.0

Clause 14.1.5 is amended by replacing it with the following:

No clause

Note: See item B9.1 and B9.2 hereinafter for adjustment of attendance on **nominated subcontractors** executing work allowed for under provisional sums. Notwithstanding anything to the contrary contained in the **agreement**, the contractor shall be aware that profit and attendance shall only be certified once in respect of each provisional sum.

SELECTED SUBCONTRACTORS

Clause 15.0

The **contractor** cannot exclude the sub-contract **tendered works** from his responsibility, after the **selected sub-contractor** has been accepted, subject to the **tendered** conditions being met.

Clause 15.1.5 is deleted and replaced by the following :-

Advance payment on **selected sub-contracts**, will not be effected.

Clause 15.0 is amended by the addition of the following:

Clause 15.9 The **contractor** will provide specific provisions regarding the use of all plant, equipment and services allowed for the various **sub-contractors**, to ensure comprehensive pricing by such **sub-contractors**. The relevant amendments to the **sub-contract tender** documents are to be clearly identified by the **contractor** and included in the **sub-contract tender** documentation and **agreements** to be signed with each of the **sub-contractor** and as such, the **contractor** shall be fully responsible for the management and cost of such **sub-contracts**.

EMPLOYER'S DIRECT CONTRACTORS

Clause 16.0

CONTRACT INSTRUCTIONS

Clause 17.0

Clause 17.1 is amended by the addition of the following:

Clause 17.1.21 Changes to the sequence and timing of the works.

Clause 17.1.22 Acceleration (irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to a revision of the date for **practical completion**, but provided that a **contract instruction** to accelerate may not, unless at a time when it would not be reasonable for an experienced **contractor** to achieve the required acceleration given the available remaining period).

COMPLETION

INTERIM COMPLETION

Clause 18.0

PRACTICAL COMPLETION

Clause 19.1 shall be amended by the addition of the following clause:

19.1.3 In order to achieve **practical completion** of the **works** and without derogating from the generality of the term **practical completion**, the **contractor** shall, as a minimum comply with the following basic criteria. These criteria should not be regarded as comprehensive but as an expansion of the term **practical completion**.

19.1.3.1 In regard to the **completion** date applicable to the **works**, the following shall apply:

(i) Access to all Areas

At the date of **practical completion** all areas, external access areas and the like must be fully complete with unobstructed access in every respect. This includes the roadways from perimeter of site to the basement, driveway access through basements and including the following:

- a) All emergency fire, traffic and signage.
- b) Road markings.
- c) Permanent lighting and power to all roadways, basement driveways, guardhouses and driveway gates.
- d) All fire escape routes and staircases complete and free of any obstructions.

ii) External Facades

At the date of practical completion, the external facade including balconies must be fully complete in every respect including the following:

- a) All facade surfaces must be painted, polished or cleaned where required and must be free of any builder's debris, marks or scratches
- b) Fully operational and commissioned permanent power and lighting
- c) All doors and gates complete with all ironmongery and lock sets with keys for handover
- d) Screed and tiling to falls tested and corrected as necessary prior to hand over
- e) Roofs completed and waterproofed.
- f) All finishes to be de-snagged and complete to ensure that scaffolding is removed from sidewalks

iii) Security

a) All areas to be handed over must be secure, doors fitted and lockable, windows glazed and all security and access control systems to be operative. All shop fronts and windows must be lockable with ironmongery fitted and keys marked and tagged for handover. After practical completion no person shall be allowed to access the facilities without prior consent by the occupants or management.

iv) Electrical

a) Electrical installation is to be completed and fully commissioned - permanent power and lighting inclusive of all telephone and data installations.

v) Plumbing installation

a) Plumbing installation it to be complete, commissioned / permanent water supply and drainage tested. Pipe work to be pressured tested.

vi) External sewer, drainage and storm water connection

a) All sewer, drainage and storm-water systems must have been completed and inspected and signed off.

vii) Floors, ceilings, kitchen cabinets, appliances, Cupboards, joinery, shop fitting, shower and general finishes

a) Completed and finished in accordance with Architect's layouts, interiors specifications and schedules. All appliances and equipment to be installed, connected, commissioned and tested. viii) General

- a) All certificates required to obtain an Occupancy Certificate from the Municipality Building Inspectorate in accordance with the National Building Regulations to be provided.
- b) Approved building plans from the Municipality to be provided.

ix) Structural/Civil Works

Clause 19 is amended by the addition of the following:

19.8 Without derogating from the generality of the requirements of **practical completion** the following specific requirements shall apply:-

19.8.1 All items on the **practical completion** list must be completed and attended to in their entirety.

19.8.2 All defects noted on the quality control sheets issued by the **principal agent** during the currency of the **contract** are to have been completed and attended to in their entirety.

19.8.3 The following certificates of compliance shall be required (excluding others that may be required by the local/national authority) from the **contractor** to achieve **practical completion**:

- a) A certificate from the contractor that all aspects of the construction regulations of 2014 have been complied with.
- b) A certificate from the contractor that the National Building Regulations have been complied with.
- c) IOPSA (Institute of Plumbing South Africa) Certificate/s of compliance with respect to plumbing and drainage.
- d) Electrical certificates of compliance.
- e) Lightning protection certificates of compliance
- f) Certificate/s of compliance and fire certificate/s from the **contractor** and fire chief respectively.
- g) Certificate/s of compliance in respect of termite proofing
- h) Waterproofing guarantee/s
- i) Certificate/s of compliance with respect to all glazing.
- j) Soil poisoning certificate/s
- k) Soil compaction certificate/s

- l) TR1 and TR2 certificates in respect of timber roof construction
- m) Certificate/s of compliance in respect to galvanising of structural steelwork
- n) Glazing certificate/s

Note: The above list is not exhaustive and the contractor will be required to provide all further certificates/guarantees as requested by the **principal agent**

19.8.4 A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and issued to the **principal agent** prior to achievement of **practical completion**.

19.8.5 All relevant test results i.e. concrete test cube, compaction, density etc. are to be produced in hard copy, in a file, clearly referenced with a covering summary sheet. These results to be from an independent geotechnical testing laboratory and not from the concrete suppliers batching plant

19.8.6 Complete Method Statements and motivations for any works that the Contractor proposes conducting that do not directly and completely align with the requirements as set out in the Contract documentation.

19.8.7 A quality control file for all civil and structural engineering works done by the Contractors QC/QA team and signed off by the Engineer at each stage during the project should include :

- Pre and post concrete and reinforcing inspections
- Pressure testing pipe results signed off by a registered plumber and
- Inspection sheets of Engineers
- All tests, namely, Mod, CBR, Indicator, DCP and Density tests

COMPLETION IN SECTIONS - NA

Clause 20.0

DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

Clause 21.0

Clause 21.0 is amended by the addition of the following:

Clause 21.13 The **contractor** shall attend to defects during the **defects liability** period on a progressive basis, to the satisfaction of the **principal agent**, and will not be permitted to wait until the end of the **defects liability** period or until the amount of **defects** accumulates in order to attend to a comprehensive list of **defects**.

LATENT DEFECTS LIABILITY PERIOD

Clause 22.0

Clause 22.0 is amended by the addition of the following:

22.4 The **contractor** shall make good all defects that appear up to the date of **final completion** and shall make good all latent defects that become patent and are notified to the **contractor** prior to the expiry of the latent **defects liability** period.

Clause 22.5 Any water leakage into the building, either in the roof, external wall or other element of building susceptible to water leakage shall unless proved to be a design defect, damaged caused by the **employer** or **employer's end user** , damage arising from theft of vandalism or inadequate maintenance not in accordance with the submitted and accepted guidelines, be deemed a latent defect.

REVISION OF DATE FOR PRACTICAL COMPLETION

Clause 23.0

Clause 23.1.1 is amended by the addition of the following:

Clause 23.0 is amended by the addition of the following:-

Clause 23.9 No revision to the date for **practical completion** shall be considered unless the **contractor** demonstrates, to the reasonable satisfaction of the **principal agent** and on the basis of the current **programme** or other **programme** acceptable to the **principal agent** for this purpose, that the delay is on the critical path to **practical completion** of the **works**.

Clause 23.10 The removal and replacement of materials and/or workmanship that do not conform to specification or drawings shall not constitute grounds for a revision of the date for **practical completion** nor for any adjustment of the **contract value**.

Clause 23.11 If the **contractor** is instructed to accelerate, the **contractor** shall promptly take necessary steps to ensure that the **works** are completed timeously, including the provision by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of **tender** (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 23.0 is amended by the addition of the following:-

Clause 23.9 No revision to the date for **practical completion** shall be considered unless the **contractor** demonstrates, to the reasonable satisfaction of the **principal agent** and on the basis of the current **programme** or other **programme** acceptable to the **principal agent** for this purpose, that the delay is on the critical path to **practical completion** of the **works**.

Clause 23.10 The removal and replacement of materials and/or workmanship that do not conform to specification or drawings shall not constitute grounds for a revision of the date for **practical completion** nor for any adjustment of the **contract value**.

Clause 23.11 If the **contractor** is instructed to accelerate, the **contractor** shall promptly take necessary steps to ensure that the **works** are completed timeously, including the provision by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of **tender** (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 23.12 Notwithstanding anything to the contrary the **contractor** shall not be entitled to a revision of the date for **practical completion** for delays arising from municipal, Eskom or other interruption in energy supply to the **site**.

PENALTY FOR LATE AND NON-COMPLETION

Clause 24.0

PAYMENT

Clause 25.0

Clause 25.3.3 is amended by replacing "11.1.2;11.4.1" with "11.0 as amended"

Clause 25.5 replaced with the following:-

“Where stored off the **site**, covered by an advance payment guarantee issued by a registered bank approved by the **principal agent** and submitted with the **contractor's** progress claim. Failure to include the advance **payment guarantee** with the contractor's progress claim will result in the value of the **materials and goods** being omitted from the amount certified for payment.

ADJUSTMENT TO THE CONTRACT VALUE AND FINAL ACCOUNT

Clause 26.0

Clause 26.6 is amended by the addition of the following at the end of the sentence:-

26.6 - The **contractor** shall within forty (40) **working days** of the delay ceasing, submit details of the expense and loss to the **principal agent** failing which the **contractor** shall forfeit such claim.

Clause 26.0 is amended by the addition of the following:-

Clause 26.14 Where prices are submitted by the **contractor** or **n/s subcontractor** during the progress of the works in respect of **contract instructions** or in regard to a claim under the terms of the **agreement** or in respect of provisional sums or budgetary allowances and notwithstanding the fact that such prices may be used in an interim **payment certificate**, there shall be no presumption of acceptance. Should the **principal agent** wish to accept any such prices prior to the issue of the final **payment certificate**, such acceptance shall be in writing.

Clause 26.15 The **contractor** shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by **direct contractors** and others, except where pricing is allowed for in the Bills of Quantities. Claims for loss of profit shall not be entertained.

RECOVERY OF EXPENSE AND LOSS

Clause 27.0

Clause 27.0 is amended by deleting clauses 27.3 - 27.4 and replacing them with the following:

27.3.1 Where the employer decides to recover an amount due in terms of 27.3 from a payment reduction applied in terms of 11.1.1.5, the employer shall notify the contractor and the principal agent thereof. Should such amount not be paid to the employer within seven (7) calendar days of the date of receipt of such a notice by the contractor, the employer may recover such an amount from the security.

27.3.2 Where the employer decides to recover an amount due in terms in terms of 27.3 from a construction guarantee or advance payment guarantee held as security, the employer shall issue a written demand to the contractor in terms of such guarantees.

27.4 Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect against the contractor or this agreement is cancelled in terms of 29.0, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security.

SUSPENSION AND TERMINATION

SUSPENSION BY THE CONTRACTOR

Clause 28.0

TERMINATION

Clause 29.0

Clause 29.1 is amended by the addition of the following clauses:

29.1.4 refuses or neglects to comply strictly with any of the conditions of contract

29.1.5 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force

within the Republic of South Africa

29.1.6 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract

Clause 29.3 is amended by adding :

"The **employer** (through instruction to the **principal agent**) may furthermore terminate this **agreement** by giving written notice of termination where:-

- (i) the **contractor** becomes bankrupt or insolvent (commercially or otherwise),
- (ii) an application is made, or a resolution is adopted, for the winding-up of the **contractor** (whether provisional or final)
- (iii) business rescue proceedings have commenced in respect of the contractor in accordance with the Companies Act, 71 of 2008 (as amended) ("the Companies Act"), or
- (iv) the **contractor** proposes or effects an offer of compromise with the **contractor's** creditors in accordance with section 155 of the Companies Act or begins negotiations or takes any other step with a view to generally deferring, re-scheduling or otherwise re-adjusting all or a material part of the **contractor's** indebtedness or proposes or makes a general scheme, arrangement or composition with or for the benefit of the **contractor's** creditors or a moratorium is proposed or agreed in respect of or affecting all or a material part of the **contractor's** indebtedness.

Note: In the case of a Joint Venture or Consortium, the **employer** shall have the right to proceed with cancellation in terms of Clause 36 (as amended) where a minimum of one (1) party to the Joint Venture or Consortium is in default.

Clause 29.0 is amended by the addition of the following clause:

29.29 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Clause 29.25.4 is amended by replacing "sixty (60)" with "one hundred and twenty (120)"
Clause 29.0 is amended by the addition of the following sub-clauses:

Clause 29.30 "Where the **employer** does not receive the requisite local authority approvals (to the **employer's** satisfaction) for the construction of the permanent works at the **site**".

29.31 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

29.32 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

DISPUTE RESOLUTION

DISPUTE RESOLUTION

Clause 30.0
Clause 30.3 - Replace "ten (10)" with "fifteen (15)"

C TENDER CLOSING

Tender Closing Date	TBA	Time	11:00
Tender Submission Address	Ezemvelo KZN Wildlife Head Office, Queen Elizabeth Park, No.1 Peter Brown Drive, Montrose, Pietermaritzburg, 3202		

D TENDERER'S SELECTIONS

D 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

D 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date	15/12/2024	end date	15/01/2025
Year 2 contractor's annual holiday period	start date	15/12/2025	end date	15/01/2026
Year 3 contractor's annual holiday period	start date	15/12/2026	end date	15/01/2027

D 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

D 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B

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

Provision of particulars

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

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

Adjustment methods

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

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

Failure to provide particulars within the period stated

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

Lump sum contract

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

C1.2 FORM OF GUARANTEE

FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (6.2 EDITION MAY 2018)

1. With reference to the contract between _____

_____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its EZEMVELO KZN WILDLIFE (hereinafter referred to as the "**employer**"), Contract/Tender No: TBA , for the New 2 x 6 Bed Staff Accommodation units at Mpila Camp Imfolozi Game Reserve (hereinafter referred to as the "contract") in the amount of R _____, (

_____) (hereinafter referred to as the **contract sum**),

I / We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the "**guarantor**")

advise that the **guarantor** holds at the **employer's** disposal the sum of R ,

() being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 27.0 of the contract.

3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.

4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the guarantor's liability ceases.

7. This guarantee is neither negotiable nor transferable, and

(a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or

(b) shall lapse on the date of the last **certificate of practical completion**.

8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

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

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____

(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

A. No alterations and/or additions of the wording of this form will be accepted.

B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.

C. This GUARANTEE must be returned to: _____

VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (6.2 EDITION MAY 2016)

1. With reference to the contract between _____

_____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa, in its EZEMVELO KZN WILDLIFE, (hereinafter referred to as the “**employer**”), Contract/Tender No: **TBA**), for (hereinafter referred to as the “**contract**”) in the amount of R _____, (_____) (hereinafter referred as the **contract sum**),

I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the
“**guarantor**”)

advise that the **guarantor** holds at the **employer’s** disposal the sum of R ,

() being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the contract.

2. I / We advise that the **guarantor’s** liability in terms of this guarantee shall be as follows:

(a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);

(b) The **guarantor’s** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).

(c) The **guarantor’s** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).

(d) This guarantee shall expire on the date of the last **final payment certificate**.

(e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 27.0 of the contract.

4. Subject to the above, but without in any way detracting from the **employer’s** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.

5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor’s** obligation shall not affect the validity of this guarantee.



7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **employer**, whereupon the **guarantor's** liability ceases.

8. This guarantee is neither negotiable nor transferable, and

(a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or

(b) shall lapse in accordance with clause 2(d) above.

9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

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

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____

(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

A. No alterations and/or additions of the wording of this form will be accepted.

B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.

C. This guarantee must be returned to: _____

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

PRICING INSTRUCTIONS - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

BID NUMBER: EKZNV 10/2023/24

APPOINTMENT OF A THATCHING SPECIALIST COMPANY FOR HILLTOP CAMP AT EZEMVELO KZN WILDLIFE

1. GENERAL

- (a) Bidders are to study the Bills of Quantities, general and project-specific specifications, drawings, and all other information issued with this Bid Document to acquaint themselves fully with the scope of works required, as well as the timelines and project limitations that will need to be included in their planning of and therefore pricing of the works.
- (b) Further to the above, Bidders are urged to visit the site to determine site-specific limitations, requirements etc. that will affect the works and that may or may not be explicitly stated within this Bid Document. All site conditions, except those that are latent will be deemed to have been taken cognisance of in the pricing data.

2. PRICING INSTRUCTIONS AND NOTES

(a) BILLS OF QUANTITIES

The **bills of quantities** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

(b) VALUE ADDED TAX

The **contract sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities** must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary.

(c) FIXED PRICE CONTRACT

Tenderers are to take note that contract price adjustments are not applicable to this contract. Tenderers should therefore make provision in the contract sum, schedule of rates, etc., for possible price increases during the contract period, as no claims in this regard shall be entertained.

(d) WORKING AT HEIGHTS - SCAFFOLDING

Bidders are to note that the work to be undertaken will require all necessary scaffolding, due to the heights of the structures to be constructed/altered. Bidders are to therefore price accordingly as rates will be deemed to include for same and no further claims in regard to all necessary scaffolding in the completion of the scope of works will be entertained.

(e) VIEW SITE

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

(f) SPECIFICATIONS

Bidders are referred to the Standard Preambles, SP1-SP74, the Supplementary Preambles (SUP1-SUP5), all Architectural and Engineering specifications, the geotechnical report, OHS and HIV specifications, the drawings, the site information and scope of works documents, and to all general and project-specific specifications as referenced in the complete Bid Documents. Bidders are thus urged to study these documents as rates will be deemed to be inclusive of all requirements as included in same. Further, should any discrepancy be noted between these Bills of Quantities and the Specifications, the Specifications shall take precedence.

Further to the above, Bidders are to note that the latest edition of SANS 10400, current at the time of the tender will form part of the specifications to this contract and as such, pricing shall be deemed to include for complete conformance in all respects to the requirements of SANS 10400.

(g) SUPPLEMENTARY PREAMBLES

The notes and instructions above are not exhaustive, and the attention of the Bidder is drawn in particular to the supplementary preambles at the beginning of each trade in the Bills of Quantities for further information, restrictions, requirements, etc.

(h) PROVISIONAL SUMS

Where the work required in respect of provisional sums can be based on rates included in the Bills of Quantities, these rates will be used and no profit and attendance will be allowed on same.