



iSimangaliso
Wetland Park



TENDER NO 16-2024

**REQUEST FOR PROPOSAL: APPOINTMENT OF PANEL FOR CONSTRUCTION WORK ON
CAPITAL PROJECTS AND MAINTAINANCE FOR ISIMANGALISO WETLAND PARK
AUTHORITY FOR A PERIOD OF THIRTY-SIX MONTHS**

NAME OF BIDDER

CSD NUMBER.....

DETAILS (PLEASE TICK ONE CATEGORY ONLY AS PER YOUR CIDB GRADING AND CLASS)

CIDB GRADE 1 TO 3:

1. SB - The extension, installation, repair, maintenance or renewal, or removal of asphalt.	
2. SJ - The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures.	
3. SK - The installation, renewal, removal, alteration or dismantling, as relevant, of road markings and signage.	
4. SL - The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding.	
5. SE - Demolition of buildings and engineering infrastructure and blasting.	
6. SM - Timber buildings and structures.	
7. SN - The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
8. SO - The development, extension, installation, renewal, removal, alteration, or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services and plumbing).	
9. SH - The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works.	
10. SQ - The development, extension, installation, repairs, dismantling of precast walls, installation of wire perimeter fencing, diamond perimeter fencing, palisade steel fencing with posts and stay at intervals.	
11. SI - The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or dismantling of lifts, escalators, travellers and hoisting	
12. EB - Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation.	



iSimangaliso
Wetland Park



13. EP - Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure.	
14. ME - Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and materials handling.	
15. SO - The development, extension, installation, renewal, removal, alteration, or dismantling or demolition of water installations and soil and wastewater drainage associated with buildings (wet services and plumbing).	
16. SE - Demolition of buildings and engineering infrastructure and blasting.	
CIDB 4 AND ABOVE:	
1. SB - The extension, installation, repair, maintenance or renewal, or removal of asphalt.	
2. SJ - The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures.	
3. SK - The installation, renewal, removal, alteration or dismantling, as relevant, of road markings and signage.	
4. SL - The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding.	
5. SE - Demolition of buildings and engineering infrastructure and blasting.	
6. SM - Timber buildings and structures.	
7. SN - The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
8. SO - The development, extension, installation, renewal, removal, alteration, or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services and plumbing).	
9. SH - The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works.	
10. SQ - The development, extension, installation, repairs, dismantling of precast walls, installation of wire perimeter fencing, diamond perimeter fencing, palisade steel fencing with posts and stay at intervals.	
11. SI - The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or dismantling of lifts, escalators, travellers and hoisting	
12. EB - Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation.	
13. EP - Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure.	
14. ME - Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for	



iSimangaliso
Wetland Park



gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and materials handling.	
15. SO - The development, extension, installation, renewal, removal, alteration, or dismantling or demolition of water installations and soil and wastewater drainage associated with buildings (wet services and plumbing).	
16. SE - Demolition of buildings and engineering infrastructure and blasting.	

RFP 16-2024 PANEL FOR CONSTRUCTION AND MAINTENANCE OF VARIOUS CAPITAL PROJECTS FOR ISIMANGALISO WETLAND PARK AUTHORITY FOR A PERIOD OF THIRTY-SIX MONTHS.

**ISIMANGALISO WETLAND PARK
AUTHORITY**

ACONTRACT NO: 16-2024

CONTENTS

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

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

1: The Tender

Part T1: Tendering procedures

In terms of the PPPFA Regulations an organ of state can apply pre-qualifying criteria to advance certain Designated Groups. The prequalification is in line with PPPFA Regulation as well as Transformation Approach that has been adopted by iSimangaliso Wetland Park. The following pre-qualification criteria for preferential procurement, Preferential Procurement Regulations, 2022 applies to this tender:

- ✓ Valid Tax pin
- ✓ CSD (Central Supplier Database Full Report)
- ✓ CIDB registration
- ✓ Complete all SBDs, initial and signed using a black pen.
- ✓ Company Registration Documents
- ✓ Letter of Good Standing
- ✓ Two Year Financial Statements (applicable to CIDB Level 4 and Higher)

Tenderers with suitable experience and professional registration to provide various construction services for iSimangaliso Wetland Park are invited to tender.

Queries relating to the issue of these documents may be addressed to: The Bid Representative: bids@isimangaliso.com Tel: 0355901633

The closing time for receipt of tenders is **29 November 2024 @ 12:00**

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

Electronic, facsimile, and late tenders will not be accepted.

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

**RFP 16-2024 PANEL FOR CONSTRUCTION AND MAINTENANCE OF VARIOUS CAPITAL
PROJECTS FOR ISIMANGALISO WETLAND PARK AUTHORITY FOR A PERIOD OF
THIRTY-SIX MONTHS
CONTRACT NO: 16-2024**

T1.2: Tender Data

The conditions of tender are those contained in the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
C 1.1	The Employer is the iSimangaliso Wetland Park Authority
C.1.2	The tender documents issued by the employer comprise the documents listed on the table of contents page. This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement." THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond Part C2: Pricing data C2.1 - Pricing instructions C2.2 - Bill of

	Quantities Part C3: Scope of work C3.1 - Scope of work C3.2 - Drawings C3.3 - Specifications Part C4: Site information C4 - Site information ANNEXURES
C 1.4	The employer's agent is: The Bid Representative Name: The iSimangaliso Wetland Park Authority Bid Representative The Dredger Harbour St Lucia 3936 Tel: 035 5901633 E-mail: bids@isimangaliso.com

Continued C 1.4	Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this tender document, please refer queries, via email, to the contact person listed below. Under no circumstances may any other employee within iSimangaliso be approached for any information. Any such action may result to disqualification of a response submitted in competition to the tender process. Enquiries should reference specific page and or paragraph numbers, where appropriate. All questions/enquiries must be forwarded via email 5 days before the closing date. Questions received after this will not be considered. Questions to be sent to Name: Bids Representative Tel: 035 5901633 E-mail: bids@isimangaliso.com
C1.6.2	Competitive Negotiation Procedure This clause is not applicable
C1.6.3	Proposal procedure using the two stage- system This clause is not applicable

C 2.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: Types of work contemplated in terms of this Framework Contract are works undertaken within the scope of the iSimangaliso Wetland Park in what is constituted infrastructure development, refurbishment and upgrade related to the following: • SB - The extension, installation, repair, maintenance or renewal, or removal of asphalt. • SJ - The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures. • SK - The installation, renewal, removal, alteration or dismantling, as relevant, of road markings and signage. • SL - The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding. • SE - Demolition of buildings and engineering infrastructure and blasting. • SM - Timber buildings and structures. • SN - The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems. • SO - The development, extension, installation, renewal, removal, alteration, or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services and plumbing). • SH - The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works. • SQ - The development, extension, installation, repairs, dismantling of precast walls, installation of wire perimeter fencing, diamond perimeter fencing, palisade steel fencing with posts and stay at intervals. • SI - The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or dismantling of lifts, escalators, travellers and hoisting • EB - Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation. • EP - Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure. • ME - Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and materials handling. • SO - The development, extension, installation, renewal, removal, alteration, or dismantling or demolition of water installations and soil and wastewater drainage
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associated with buildings (wet services and plumbing).

- SE - Demolition of buildings and engineering infrastructure and blasting.

Respondents must have proven experience in the types of work contemplated in terms of this document in order to be eligible to tender.

Contractors will be evaluated in 2 categories for inclusion in the Framework Contract to be formed based on the estimated value of work as per CIDB table.

The employer will appoint suitably qualified experienced tenderers to various types of works and categories of work based on the information provided.

Employer reserves the right to appoint any civil engineering contractor in any category of the works for specialist works if it is deemed necessary.

The Employer will determine the category of work for the Tenderer based on the information provided.

The CIDB grading of each contractor will determine the limitation of the value of work that can be awarded in terms of the Framework Contract.

	Only those Bidders who satisfy the following eligibility criteria will be considered for the next phase of evaluation: - The bidder is actively registered with CIDB grading of specified in clause C2,1 class of construction work - All returnable documents and schedules listed in T2.2 section A and B have been included in the response as per packaging instructions indicated. - The bidder has not: - Abused iSimangaliso's Supply Chain Management System. - Failed to perform on any previous contract and has been given written notice to this effect. - The employer is reasonably satisfied that the Bidder has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. - The employer is satisfied that the Bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector. - The bidder as an individual firm or as a consortium must provide the full range of services as set out in the objectives and scope of work. - The necessary professionals should be either permanent staff members or shall be engaged as sub- contractors to perform the required services. - The bidder is registered in terms of the Companies Act, 1973 (Act 61 of 1973) or the Close Corporation Act, 1984 (Act No. 69 of 1984) or the Non-Profit Organizations Act, 1997 (Act 71 of 1997). - If bidding entity is classified as a Joint Venture or Sub-contracting entity that is comprised of multiple organizations, official Joint Venture or Subcontracting agreement is required to be submitted with the bid. Failure of organization to not submit applicable agreement with this submission will render bid invalid. <i>Non-compliance to any of the eligibility criteria shall render the bid non-responsive and shall be eliminated from the evaluation process. The Bidder is required to provide proof of eligibility as part of Returnable Schedules.</i>
C 2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
C 2.12	Alternative offers No alternative tender offers will be considered
C 2.13.1	Parts of each tender offer communicated on paper shall be submitted as an original, plus 3 copies and an electronic version on a memory stick.

C 2.13.5 C 2.15.1	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: The iSimangaliso Wetland Park Authority Physical address: The Dredger Harbour [Tender Box] Identification details: Contract: RFP 16/2024 PANEL FOR CONSTRUCTION AND MAINTENANCE OF VARIOUS CAPITAL PROJECTS FOR ISIMANGALISO WETLAND PARK AUTHORITY FOR A PERIOD OF 36 MONTHS
C 2.23	The tenderer is required to submit with his tender the following certificates: 1) An Valid Tax Pin issued by the South African Revenue Services to verify compliance status of tenderers 2) Proof of Contractor Registration issued by the Construction Industry Development Board 3) Proof of registration of Closed Corporation or Company or other legal entities applicable to tender - Certified copy 4) Letter of good standing from the Compensation Commissioner 5) Letter of intent for a Construction Guarantee 6) National Treasury Central Supplier Database (CSD) Full Registration Report
C2.13.9	Faxed or e-mailed tender offers will not be accepted.

C2.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
C 2.16	The tender offer validity period is 120 days. Tenderers are to note that iSimangaliso may request an extension of the validity period of their tender, on the same terms and conditions, if the internal evaluation process has not been finalized within the validity period. Tenderers who have accepted the extension of the validity period will be considered. However, once the adjudication body has approved the process and award of the business to the successful tenderer(s), the validity of the successful tenderer(s)' tender will be deemed to remain valid until a final contract has been concluded.
C 3.1.1	The Employer will respond to requests for clarification received up to 7 working days before the tender closing time. (22 November 2024)
C3.4	A Public opening will be held on the 29th of November 2024 at 12h00 at the iSimangaliso Wetland Park Authority; The Dredger Harbor Offices in St Lucia; 3936
C3.11	80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million. 90/10 preference point system for acquisition of goods or services with Rand value above R50 million This bid shall be evaluated using 80/20 system as stipulated in the Preferential Procurement Policy Framework Regulations 2022.
C3.11	Scoring for financial offer A maximum of 80 or 90 points is allocated for price on the following basis: $Ps \square 80 \square 1 - \frac{Pt \square P \min \square}{P \min \square} \quad \text{or} \quad Ps \square 90 \square 1 - \frac{Pt \square P \min \square}{P \min \square}$ Where Ps = Points scored for price of bid under consideration Pt = Price of bid under consideration Pmin = Price of lowest acceptable bid In the event that the calculated value is negative, the allocated score shall be 0.

C 3.11	Scoring Preference			
	Scoring Preference			
	Price and specific goal Evaluation (80/90+20/10) = 100 points			
	- Only Bidders that have met the 75-point threshold in Stage 1 will be evaluated in Stage 2 for price and Specific Goals. Price and specific goal will be evaluated as follows: - In terms of regulation 6 of the Preferential Procurement Regulation pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/10-preference point system in terms of which points are awarded to bidders on the basis of: - The bid price (maximum 80/90 points) - Specific goal for the contribution (maximum 20/10 points)			
	Specific Goals Status Level of Contributor	Number of Points (80/20)	Number of Points (90/10)	Proof of Specific Goal.
	Minimum 51% Black Ownership	4	02	CSD full report, Company Registration Certificate, or Director's ID Copy
	Minimum 51% Youth Ownership	4	02	CSD full report, Company Registration Certificate, or Director's ID Copy
	Minimum 51% Women	4	02	Proof of Residence or CSD or Company

	Ownership			Registration Certificate.
	Locally registered Company within King Cetshwayo and uMkhanyakude Districts Municipalities	4	02	CSD full report, Company Registration Certificate, or Director's ID Copy
	Minimum 51% Ownership by people living with disabilities	4	02	CSD full report, Company Registration Certificate, or Director's ID Copy and Director's Medical Certificate or Medical Report.

C.3.11	Evaluation of tender offers The procedure for the evaluation of responsive tenders is Method 2. Only those tenderers who attain the minimum number of evaluation points for Quality (functionality) will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from further consideration. The minimum threshold is 75% In the event that all tenderers that are evaluated in terms of functionality do not meet the minimum stipulated points for functionality, iSimangaliso reserves the right to lower the minimum stipulated threshold points (threshold) from 75 (Seventy- five) to 70 (Seventy) points.

C3.13	Additional to C 3.13. a) to f) conditions. Tender offers will only be accepted if: g. the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (CTCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide iSimangaliso with a TCS pin to verify Tenderers compliance status; h. the tenderer submits a Letter of Intent from a bank or an insurer undertaking to provide the Performance Bond to the format included in Part T2.2 (Form of Intent to Provide a Performance Guarantee) of this procurement document; i. The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; j. the tenderer 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; k. the tenderer has not contravened any of iSimangaliso's rules and conditions and does not appear on the list for restricted tenderers and National Treasury's list of Tender Defaulters; l. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; m. the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; n. the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely; o. the tenderer fully and properly completes T2.2-34 Supplier Declaration Form; p. tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the
	verification of certain key supplier information. The CSD can be accessed at https://secure.csd.gov.za/ . Tenderers are required to provide the following to iSIMANGALISO to enable it to verify information on the CSD: Supplier Number and Unique Pin
	Provide the successful tenderer one copy of the signed contract document.

EVALUATION CRITERIA FOR CIDB LEVEL 1 TO 3

1. BIDDER’S RELEVANT EXPERIENCE AND TRACK RECORD IN A CLASS THEY ARE BIDDING FOR.		Total points 40	
Description of Criteria	Verification Method	Score	Total sub-Points
Award Letter/purchase order accompanied by completion letter / certificate / positive reference letter.	Award letter or purchase order plus any proof of completion.	40	40
The tenderer has failed to address the question and has not proved competency		0	
2. KEY PERSONNEL NB: experience on CVs to be outlined as per class you are bidding for, and qualifications/certificates must be certified and certification should not be older than six months.		Total 40 Points	
a. Site Agent			
Description of Criteria	Verification Method	Score	Total Sub Points
CV and B-tech/degree qualification of similar nature and greater than two years’ experience.	Certified copies of academic qualification certificates and cv	30	30
CV and B-tech/degree qualification of similar nature and greater than one experience		15	
b. Site Foreman			
Description of Criteria	Verification Method	Score	Total Sub Point s
CV and Minimum Diploma qualification of similar nature and Greater than three years’ experience.	Detailed cv and qualifications	30	30
CV and Minimum Diploma qualification of similar nature and Greater than one years’ experience.		15	

EVALUATION CRITERIA FOR CIDB LEVEL 4 AND ABOVE

1. BIDDER'S RELEVANT EXPERIENCE AND TRACK RECORD IN A CLASS THEY ARE BIDDING FOR.		Total points 40	
Description of Criteria	Verification method	Score	Total sub-Points
Five (5) or more projects of similar nature**	Letter of appointment, Certification of completion and Positive reference letter	40	40
Four (4) to Three (3) projects of similar nature**		30	
Two (2) to One (1) projects of similar nature**		20	
The tenderer has failed to address the question and has not proved competency		0	
2. KEY PERSONNEL NB: experience on CVs to be outlined as per class you are bidding for, and qualifications/certificates must be certified and certification should not be older than six months.		Total 45 Points	
Contract Manager			
Description of Criteria	Verification Method	Score	Total Sub Points
BSC/BTech/B Eng in similar in nature more than ten years post graduate experience in Construction	Certified copies academic qualification and Details cv clear indicating all similar experience	15	15
BSC/BTech/B Eng in similar in nature more than five years post graduate experience in Construction		10	
BSC/BTech/B Eng in similar in nature more than two years post graduate experience in Construction		05	
The tenderer has failed to address the question and has not proved competency		0	
Site Agent			
Description of Criteria	Verification Method	Score	Total Sub Points
BSC/BTech/B Eng in similar in nature more than ten years post graduate experience in Construction	Certified copies academic qualification and Details cv clear indicating all similar experience	15	15
BSC/BTech/B Eng in similar in nature more than five years post graduate experience in Construction		10	
BSC/BTech/B Eng in similar in nature more than two years post graduate experience in Construction		05	
The tenderer has failed to address the question and has not proved competency		0	
Site Foreman			
Description of Criteria	Verification Method	Score	Total Sub Points

More than 10 years in the Construction or similar in nature	Detailed cv clear indication all similar experience with the year of commencement and qualifications	15	15
More than 5 years in Construction or similar in nature		10	
More than 2 years in Construction or similar in nature		05	
The tenderer has failed to address the question and has not proved competency		0	

3. TECHNICAL APPROACH		Total 15 points	
Method Statement s. Showing an understanding of the Site Information and process control management under this Contract.	The method statement should: - state the Bidder's proposed infrastructure, offices, staffing (clear organogram), equipment and resources that will be applied in the provision of the Service; - outline the proposed approach and methodology; - articulate what value the Bidder will add by achieving the stated objectives for the project; - explain the Bidder's understanding of the objectives of the assignment and the Employer's stated and implied requirements (including the selection and management of local resources); - highlight the issues of importance, and explain the technical approach they would adopt to address them; explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach - List of Bidders' property plant and equipment (a list to be provided)		15
	Demonstrates a comprehensive project programme	15	
	Demonstrates a sufficient project programme	10	
	Demonstrates a partial project programme	05	

ANNEXURE C

STANDARD CONDITIONS OF TENDER

c.1 General

c.1.1 Actions

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

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

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

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

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

c.1.2 Tender Documents

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

c.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which

are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

c.1.4 Communication and employer's agent

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

c.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

c.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

c.2 Tenderer's obligations

c.2.1 Eligibility

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

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

c.2.2 Cost of tendering

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

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

c.2.3 Check documents

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

c.2.4 Confidentiality and copyright of documents

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

c.2.5 Reference documents

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

c.2.6 Acknowledge addenda

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

c.2.7 Clarification meeting

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

c.2.8 Seek clarification

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

c.2.9 Insurance

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

c.2.10 Pricing the tender offer

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

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

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

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

c.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

c.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender

documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

c.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

Accept that tender offers, which do not provide all the data or information requested completely

and in the form required, may be regarded by the employer as non-responsive.

c.2.15 Closing time

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

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

c.2.16 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

c.2.17 Clarification of tender offer after submission

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

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

c.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer

may regard the tender offer as non-responsive.

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

c.2.19 Inspections, tests and analysis

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

c.2.20 Submit securities, bonds and policies

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

c.2.21 Check final draft

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

c.2.22 Return of other tender documents

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

c.2.23 Certificates

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

c.3 The employer's undertakings

c.3.1 Respond to requests from the tenderer

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

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

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

c.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each

tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

c.3.3 Return late tender offers

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

c.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices.

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

c.3.5 Two-envelope system

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

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

c.3.6 Non-disclosure

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

c.3.7 Grounds for rejection and disqualification

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

c.3.8 Test for responsiveness

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

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

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

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

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

c.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

c.3.10 Clarification of a tender offer

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

c.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

c.3.12 Insurance provided by the employer

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

c.3.13 Acceptance of tender offer

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

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

c.3.14 Prepare contract documents

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

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

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

c.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected

adjudicator at the same time as the main contract is signed.

c.3.16 Registration of the award

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

c.3.17 Provide copies of the contracts

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

c.3.18 Provide written reasons for actions taken

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

Part T2: Returnable Schedules

RFP 16-2024 PANEL FOR CONSTRUCTION AND MAINTENANCE OF VARIOUS CAPITAL PROJECTS FOR ISIMANGALISO WETLAND PARK AUTHORITY FOR A PERIOD OF THIRTY-SIX MONTHS.

CONTRACT NO : 16-2024

T2.1: List of Returnable Documents

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

The tenderer must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

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

2 Other documents required only for tender evaluation purposes

Proof of Contractor Registration issued by the Construction Industry Development Board
 A valid Tax Pin issued by the South African Revenue Services

Proof of registration of Closed Corporation or Company or other legal entities applicable to tender - Certified copy Letter of good standing from the Compensation Commissioner
 Company registration documents; memorandum of association; articles of association; certificate of registration Two years financial statements

3 Returnable Schedules that will be incorporated into the contract

Form SBD 1: Invitation to Bid
 Form SBD 4: Declaration of interest
 Form SBD 6.1: Preference points claim form in terms of the preferential procurement regulations 2022. Form SBD 6.2: Declaration of local content
 Form SBD 8: Declaration of Past Supply Chain Management practice
 Form SBD 9: Certificate of independent Quotation Determination

4 Other documents that will be incorporated into the contract

Clarification Meeting Information
 Health and Safety Specifications
 Code of conduct for working in the iSimangaliso Wetland Park Environmental Management Plan
 Health and Safety contract

5 C1.1 Offer and Acceptance (the offer portion of C1.1)

6 C1.2 Contract Data (Part 2)

7 C2.2 Bills of quantities (As per tender document, completed in black ink)

T2.1 LIST OF RETURNABLE DOCUMENTS

Rules and guidelines related to appropriate submission of returnable documents.

Bidders must package returnable documents listed.

- i. Each related returnable should be bound together with the Bid.
- ii. Bidders must complete all returnable documents listed below in full and in black ink, unless relevant document indicated is not applicable.
- iii. Failure to package documents as instructed with fully complete index forms or not returning required documents shall render this bid non-responsive and bidders shall be eliminated from the evaluation process.
- iv. Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Numbered	Returnable documents	Attached	Not attached
Form 1	Resolution by directors/ joint venture/sole proprietor		
Form 2	Compulsory Enterprise Questionnaire		
Form 3	Record of Addenda		
Form 4	Proposed Amendments and Qualifications		
Form 5	Capacity of Tenderer		
Form 6	Qualifications and Experience of Proposed Supervision Team		
Form 7	Certified Copies of Client Reference Letters- Previous Projects		
Form 8	Current projects register (non-mandatory but must be signed and initialed)		
Form 9	Previous projects register		
Form 10	Proof of contract Values of previous projects listed under Form 9		
Form 11	Site inspection Certificate		
Form 12	Schedule of Proposed subcontractors (N/A)		
Form 13	Contract Participation Goals (N/A)		
Form 14	Schedule of Targeted EME OR QSE Subcontractors (N/A)		
Form 15b	Schedule of Proposed Suppliers		
Form 15c	Declaration of Infringements		
Form 16	CVs of key personnel		
Form 17	Certified Certificates of Qualifications of Key Personnel		
Form 18	Health and Safety Specifications		
Form 19	SBD 1		
Form 20	SBD 4		
Form 21	SBD 6.1		
Form 22	SBD 8		
Form 23	SBD 9		
Other documents			
a.	Company registration documents: registration certificates; constitutional documents		
b.	Company profile: directors' details; shareholding structure;		
c.	List of plant and equipment (applicable to CIDB Level 4 and higher)		
d.	Two years audited financial statements; bank confirmation letter and/or grading		



iSimangaliso
Wetland Park

Tender:

	(Applicable to CIDB Level 4 and Higher)				
Name of Tenderer		Signature		Capacity	
				Date	
Name of organisation:					

FORM 1

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

Resolution of Board of Directors / Members / Partners

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

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

Held at _____ (place) On (date) **RESOLVED** that:

1. The Enterprise submits a Tender to the ISimangaliso Wetland Park Authority in respect of the following project:

(project description as per Tender Document)

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

2. *Mr/Mrs/Ms:

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

and who will sign as follows: :

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			



Tender:

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

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

Resolution of Board of Directors / Members / Sole Proprietor/ Partners of Partnership

(i.e. of each legal person to comprise the Joint Venture Partnership)

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

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

Held at _____(place) On_(date) **RESOLVED that:**

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

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

to the ISimangaliso Wetland Park Authority in respect of the following project:

(Project description as per Tender Document)

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

4. The Principal Partner of the Joint Venture will be

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

Tender:

5. *Mr/Mrs/Ms:

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

and who will sign as follows:

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

6. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the ISimangaliso Wetland Park Authority in respect of the project described under item 1above.

Tender:

7. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the iSimangaliso Wetland Park in respect of the project under item 1 above:

Physical address: _____

_____(code)

Postal Address: _____

_____(code)

Telephone number: _____(code) Fax number: _____(code)

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

Note:

ENTERPRISE STAMP

Tender:

1. ** Delete which is not applicable*

2. **NB.** *This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise*

3. *Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page*

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

Special Resolution of Joint Venture Partners

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

On _____ (date)

RESOLVED that:

Tender:

- A. The above-mentioned Enterprises submit a tender in joint venture partnership to the iSimangaliso Wetland Park in respect of the following project:

(Project description as per Tender Document)

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

- B. Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ *(Position in the Enterprise)*

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

- C. The Enterprises constituting the Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____
- D. The Enterprises to the Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Joint Venture deriving from, and in any way connected with, the contract entered into with the iSimangaliso in respect of the project described under item A above.
- E. Any of the Enterprises to the Joint Venture intending to terminate the Joint Venture agreement, for whatever reason, shall give the iSimangaliso 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the iSimangaliso Wetland Park for the due fulfilment of the obligations of the Joint Venture as mentioned under item D above.
- F. No Enterprise to the Joint Venture shall, without the prior written consent of the other Enterprises to the Joint Venture and of the iSimangaliso, cede any of its rights or assign any of its obligations under the Joint Venture agreement in relation to the contract with the iSimangaliso Wetland Park referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Joint Venture for all purposes arising from the Joint Venture agreement and the contract with the iSimangaliso in respect of the project under item A above:

Physical address: _____

_____(code)

Postal Address: _____

_____(code)

Telephone number: _____(code)

Fax number: _____(code)

	Name	Capacity	Signature
1			
2			



iSimangaliso
Wetland Park

Tender:

3			
4			
5			
6			

7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

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

**FORM
2**
Compulsory Enterprise questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

Name*	Identity number*	Personal income tax number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

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

are to the best of my belief both true and correct.			
Signed		Date	
Name		Position	
Enterprise name			

FORM 3

**RFP 16-2024 PANEL FOR CONSTRUCTION AND MAINTENANCE OF VARIOUS CAPITAL
PROJECTS FOR ISIMANGALISO WETLAND PARK AUTHORITY FOR A PERIOD OF
THIRTY-SIX MONTHS**

CONTRACT NO : 16-2024

Record of Addenda to tender documents

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

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

Name	Position	Signed

Name of Tenderer	Date

FORM 4

RFP 16-2024 PANEL FOR CONSTRUCTION AND MAINTENANCE OF VARIOUS CAPITAL
PROJECTS FOR ISIMANGALISO WETLAND PARK AUTHORITY FOR A PERIOD OF
THIRTY-SIX MONTHS.
CONTRACT NO : 16-2024

Proposed Amendments and Qualifications

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

Page	Clause or item	Proposal

Name	Position	Signed

Name of Tenderer	Date

FORM 5
RFP 16-2024 PANEL FOR CONSTRUCTION AND MAINTENANCE OF VARIOUS CAPITAL PROJECTS FOR ISIMANGALISO WETLAND PARK AUTHORITY FOR A PERIOD OF THIRTY-SIX MONTHS
CONTRACT NO : 16-2024
Capacity of Tenderer

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

Skilled artisans employed				Unskilled employees employed			
Categories of artisans	Name/s of employee	Number of employees	Permanent employed (Yes/No)	Categories of employees	Name of Employee/s	Number of employees	Permanent employed (Yes/No)
Carpenter				General worker			
Bricklayer							
Plasterer							
Plumber							
Tiler							
Painter							
*Electrician							
*If you do not have an electrician in employment, please provide information of sub-contractors							
Machinery		Plant		Workshops			

Contractor

Witness for
Contractor

Employer

Witness for
Employer

FORM 6**QUALIFICATIONS AND EXPERIENCE OF PROPOSED SITE SUPERVISION TEAM FOR THE PROJECT**

Tenderer to provide name(s), key qualifications and experience of site supervision team that will supervise the project on behalf of the Contractor.		
Item	Description	Permanent Y/N
Contract Manager (Provide copy of CV)		
Name of Person		
No of years' experience		
Field/s of experience		
Site Agent (Provide copy of CV)		
Name of Person		
No of years' experience		
Field/s of experience		
Site Foreman (Provide copy of CV)		
Name of Person		
No of years' experience		
Field/s of experience		

Contractor

Witness for
Contractor

Employer

Witness for
Employer

FORM 7
Certified Copies of Client Reference Letters of Previous Projects Completed

Please attach certified copies of Client Reference Letters of Previous Projects Completed.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 8

PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

Current projects:

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

FORM 9**Previous projects:**

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

FORM 10

Proof of Contract Values of Previous Projects Completed

Please attach proof of Contract Values of Previous Projects Completed as listed under Form above to this page.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

Contractor

Witness for
Contractor

Employer

Witness for
Employer

FORM 11**RFP 16-2024 PANEL FOR CONSTRUCTION AND MAINTENANCE OF VARIOUS CAPITAL PROJECTS FOR ISIMANGALISO
WETLAND PARK AUTHORITY FOR A PERIOD OF THIRTY SIX MONTHS
CONTRACT NO : 16-2024****Site Inspection Certificate**

This is to certify that I,

Representing
Company

Position

Visited the site on

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

Name Tenderer's Representative	Position	Signed

Name of Tenderer	Date

Name of Employer's Representative	Signature	Date

Contractor

Witness for
Contractor

Employer

Witness for
Employer

FORM 12**RFP 16-2024 PANEL FOR CONSTRUCTION AND MAINTENANCE OF VARIOUS CAPITAL PROJECTS FOR
ISIMANGALISO WETLAND PARK AUTHORITY FOR A PERIOD OF THIRTY-SIX MONTHS****CONTRACT NO: 16-2024****SCHEDULE OF PROPOSED DOMESTIC SUB-CONTRACTORS IN TERMS OF PRE-QUALIFICATION CRITERIA,
PPPFA REGULATIONS 2017**

No	Name of Contractor	Service/s to be delivered	Location	B-BBEE Level status	EME status Yes/No	Amount
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
	TOTAL: SUBCONTRACTORS					
	TOTAL: CONTRACT VALUE					
	PERCENTAGE					

Contractor

Witness for Contractor

Employer

Witness for Employer

FORM 13**CONTRACT PARTICIPATION GOAL**

Tenders shall at the time of tendering indicate the compulsory compliance with the Contract Participation Goal Requirements set out below;

In addition to Preferential Procurement Regulations 2017 relating to contracts over R30 million that requires **30%** of contract to be subcontracted, this project and contracts also aims to create work opportunities for potentially emerging contractors, suppliers and local skilled and general labour to provide a platform for sustainable growth in experience and capacity.

The Contractor is required to achieve a Total CPG Target of **30%** of the contract which comprises of the following:

- The Contractor will be required to ensure a minimum **30%** of the contract be subcontracted to 51% black owned local Targeted Exempted Micro Enterprises (EME's) and Qualifying Small Enterprise (QSE's) (residing within and adjacent to the particular section of the iSimangaliso Wetland Park).
- In addition to subcontracting, a minimum **5%** of the contract sum for local suppliers and a minimum **25%** of the contract sum must be allocated for the employment of local skilled and general labour by the Contractor and his sub-contractors.

Black contractors and workers must be sourced from the Mandatory Partners first. Then, if the required skills are not available from the Mandatory Partner, then next from the Local Community. If suitable sub-contractors are not found, then the area of engagement may be expanded to local regions and districts, only with the approval of the Employer.

Mandatory partner is defined as: The trust with which a section 42D or co-management agreement has been signed, or the group who have been verified as claimants by the Regional Land Claims Commission in in-stances where the claim has not been settled in respect of the area immediately abutting each section of the Park, and is represented on the Project Liaison Committee for the Works

A penalty of **50%** on the difference between the targeted value and the actual value will be applied should the contractor fail to attain the percentage targets for Subcontracting to qualified EME's and QSE's, local suppliers and local labour.

The Principal Contractor shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Contractor.

The appointment of subcontractors shall not amount to a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract.

Details with regards to the requirements are clearly stated in the Contract Part C3.3 Contract Participation Goal Requirements.

The tenderer is hereby required to indicate compliance with regards to the requirement by completing the required percentage in black ink in the table below:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

	Contract Participation Goal Requirements	Minimum %	Indicate Percentage
1	% of contract to be subcontracted to 51% black owned local EME's and QSE's (residing within and adjacent to the particular section of the iSimangaliso Wetland Park)	30,0%	%
2	% of the contract sum for 51% black owned local suppliers	5,0%	%
3	% of the contract sum must be allocated for the employment of local skilled and general labour	25,0%	%
Total CPG Target = 60,0%			

* Please note that the total sum must be = 60,0%

Name of Tenderer	Signature	Capacity	Date
Name of organisation:			

 Contractor

 Witness for
Contractor

 Employer

 Witness for
Employer

FORM 14**SCHEDULE OF TARGETED EME OR QSE QUALIFYING SUB- CONTRACTORS**

Tenders shall state at the time of tendering, submit the names of Targeted Exempted Micro Enterprises (EME's) and Qualifying Small Enterprise (QSE) to be used on the project;

The tenderers tender price will determine the sum of the Participation goal based as a percentage of the total actual works cost as shown in the summary pages of the Bill of Quantities stated as a compulsory minimum of 30% of the value of work done and must subcontracted to qualifying EME's and QSE'S.

During the tender stage, the Contractor shall identify EME's, QSE's and local Potentially Emerging subcontractors whose business is registered within the surrounding district where the work is being carried out.

Should the contractor fail to attain the percentage targets for Subcontracting to qualified EME's and QSE's, Subcontracting to Potentially Emerging Contractors, Suppliers, Skilled and local labour, a penalty of 50% on the difference between the targeted value and the actual value will be applied.

SCHEDULE OF TARGETED EME OR QSE QUALIFYING SUB-CONTRACTORS			
Sub-contractor	CSD No., if registered	B-BBEE Level	Sub-contractors approximate Percentage of Contract Value
TOTAL PERCENTAGE OF CONTRACT VALUE SUB-CONTRACTED			

Name of Tenderer	Signature	Capacity	Date
Name of organisation:			

FORM 16

CV's of key personnel

Bidders are referred to clause F.3.11 which indicates the maximum possible score for information requested under this schedule.

Bidders are required to demonstrate the following:

- Composition of team structure including roles & responsibilities and time allocation (i.e. full time vs part time)
- Qualifications and Demonstrated Experience of key personnel in relevant projects (similar size, nature & complexity). As the work to be carried out in this tender is of a technically complex nature, it is essential that suitably qualified and experienced personnel be assigned to this project.

As a minimum 4 (individual) key team members need to be allocated to the project serving in a full time capacity covering the following key competencies. (i.e. 1 competency per team member). The key team needs to be represented by a Project Director/Contracts Manager (who does not necessarily need to be full time on the site):

1. Project Director / Contracts Manager
2. Site Manager / Site Agent
3. Senior Site Foreman
4. Safety Officer - registered with the (SACPCMP registered) at time of works commencement

The evaluation of quality will be based on the CV's submitted and organogram of proposed team. Bidders are to complete returnable CV templates and attach full detailed CV thereto

Contractor

Witness for
Contractor

Employer

Witness for
Employer

FORM 17

Certified Certificates of Qualifications of Key Personnel.

QUALIFICATIONS AND EXPERIENCE OF PROPOSED SITE SUPERVISION TEAM FOR THE PROJECT

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

Attach certified certificates of qualifications

Contractor

Witness for
Contractor

Employer

Witness for
Employer

FORM 18

HEALTH AND SAFETY SPECIFICATION ACKNOWLEDGEMENT RECEIPT

Contractor's Acknowledgement:

I, _____
representing

(Contractors),

Have satisfied myself with the content of this Health and Safety Specification forming part of the documents attached to this tender and have made the relevant provision under my Preliminary & General Section for any and all costs involved to ensure compliance of this Specification and shall we be the successful contractor, we shall ensure that our employees and contractors on site comply with the requirements of these documents, our safety documentation and health and safety legislation.

Signature of Contractor: _____ Date _____

Comments:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

FORM 19

 SBD 1
 PART A
 INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFP 16-2024	CLOSING DATE	29 November 2024	CLOSING TIME:	12h00
DESCRIPTION	APPOINTMENT OF PANEL FOR CONSTRUCTION AND MAINTENANCE OF VARIOUS CAPITAL PROJECTS FOR ISIMANGALISO WETLAND PARK AUTHORITY FOR A PERIOD OF THIRTY-SIX MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The iSimangaliso Wetland Park Authority, At the Dredger Harbour Offices, St Lucia, 3936					
COMPULSORY SITE CLARIFICATION MEETING: N/A					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Bids Representative		CONTACT PERSON		
TELEPHONE NUMBER	035 5901633		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	bids@isimangaliso.com		E-MAIL ADDRESS		
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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract number:

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF

☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILED 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 IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE.....

Contractor

Witness for
Contractor

Employer

Witness for
Employer

FORM 20**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 institution	State

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.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

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.
- 3.4 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.
- 3.5 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.
- 3.6 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.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

FORM 21

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
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.

 Contractor

 Witness for
Contractor

 Employer

 Witness for
Employer

- ## 2. DEFINITIONS

- ### 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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

$$P_{min} = \text{Price of lowest acceptable tender}$$

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:

80/20

or

90/10

Contractor

Witness for Contractor

Employer

Witness for
Employer



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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Local Service Provider (Umkhanyakude or King Cetshwayo District Municipalities)	2	4	N/A	
At Least 51% Black	2	4	N/A	

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract number:



iSimangaliso
Wetland Park

Owned				
At Least 51% Woman Ownership	2	4	N/A	
At Least 51% Youth Ownership	2	4	N/A	
100% Ownership by people living with disability.	2	4	N/A	

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Contract number:



(e) forward the matter for criminal prosecution, if deemed necessary.

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

.....

.....

SIGNATURE(S) OF TENDERER(S)

FORM 22

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐

 Contractor

 Witness for
Contractor

 Employer

 Witness for
Employer

Contract number:

4.4.1	If so, furnish particulars:
-------	-----------------------------

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

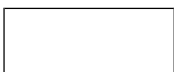
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

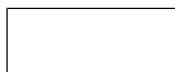
.....
Signature

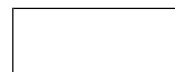
.....
Date

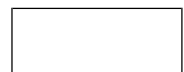
.....
Position

.....
Name of Bidder


Contractor


Witness for
Contractor


Employer


Witness for
Employer

FORM 23

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

³ 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.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the

Contractor

Witness for
Contractor

Employer

Witness for
Employer

products or services to which this bid invitation relates.

1. 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.
2. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Contract number:

C: The Contract

Contractor

Witness for Contractor

Employer

Witness for Employer

Contract number:



Part C1: Agreement and Contract Data

Contractor

Witness for Contractor

Employer

Witness for Employer

C1.1**Form of Offer and Acceptance**

Note: 1 This form of offer and acceptance is identical to that contained in Annex F of SANS 10845 - 1: Construction Procurement Processes, Procedures and Methods.

2 SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.

Offer

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

Procurement of:

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

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

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

.....
..Rand (in words);

R..... (in figures) (or other suitable wording)

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

Signature(s)			
Name(s)			
Capacity			
for the tenderer			
	(Name and address of tenderer)		
Name and signature of witness			Date

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Acceptance

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

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)			
Name(s)			
Capacity			
for the Employer			
	(Name and address of employer)		
Name and signature of witness		Date	

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Schedule of Deviations**Notes:**

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

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

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

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

**RFP 16-2024 PANEL FOR CONSTRUCTION AND MAINTENANCE OF VARIOUS CAPITAL PROJECTS FOR ISIMANGALISO
WETLAND PARK AUTHORITY FOR A PERIOD OF THIRTY-SIX MONTHS
CONTRACT NO: 16-2024**

C1.2 Contract Data

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

Clause	Variation
1.1	Replace the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording: AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties. BILLS OF QUANTITIES means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data. CONSTRUCTION PERIOD means the period commencing on the date that the agreement made in terms of the Offer and Acceptance comes into effect and ending on the date of practical completion. CONTRACT DOCUMENTS means the agreement and all documents referenced therein. CONTRACT DRAWINGS means the drawings listed in the Scope of Work. CONTRACT SUM means the total of prices in the Form of Offer and Acceptance. SCHEDULE means the variables listed in the Contract Data. INTEREST means the interest rate applicable on overdraft facilities as charged by First National Bank to ISimangaliso. Add the following new definitions ECO: The officer appointed by the contractor to monitor compliance with the EMP EMP: An environmental management plan prepared by the Employer ENVIRONMENTAL IMPACT ASSESSMENT: An environmental assessment as defined in the National Environmental Management Act, 1998 (Act No.107 of 1998) EZEMVELO KZN WILDLIFE: Ezemvelo KwaZulu Natal Wildlife established in terms of Section 20 of the KwaZulu-Natal Nature Conservation Management Act, 1997 (Act No 9 of 1997) or its successor FINAL ACCOUNT: The document, prepared by the principal agent, which reflects the contract value of the works at final completion or termination FINAL COMPLETION: The stage of completion where the works is free of all defects as certified by the principal agent IMP: the integrated management plan prepared in terms of the World Heritage Convention Act, 1999 (Act No. 49 of 1999) applicable to the Park JBCC: The Joint Building Contracts Committee Incorporated LATENT DEFECT: A defect that a reasonable inspection of the works by the principal agent would not have revealed before the issue of the defects list LAW: The law of the country stated in the contract data LOCAL COMMUNITY: A black person or persons usually resident in the uMkhanyakude or KwaMbonabi districts MANDATORY PARTNER: The mandatory partner represented in the project liaison committee established for the works MATERIALS AND GOODS: Materials and goods delivered to the contractor or his subcontractors for inclusion in the works whether stored on or off the site or in transit but not yet part of the works MEDIATOR: The party appointed by the parties to mediate any dispute arising out of this agreement

Contractor

Witness for
Contractor

Employer

Witness for
Employer

	NOMINATED SUBCONTRACTOR: The party executing work provided for in a nominated subcontract amount included in the contract sum or, in respect of additional specialist work, a subcontractor appointed as a nominated subcontractor in terms of a contract instruction N/S AGREEMENT: The JBCC Nominated/Selected Subcontract Agreement and the nominated/selected contract documents that together form the contract between the contractor and the n/s subcontractor N/S SUBCONTRACTOR: A nominated subcontractor or a selected subcontractor PARK: The iSimangaliso Wetland Park established by the Minister in terms of Government Notice 4477 dated 24 November 2000 issued in terms of the World Heritage Convention Act, 1999 (Act No. 49 of 1999) (the extent of which as may be amended from time to time) PARK RULES: The rules, as revised from time to time by the employer relating to operational, managerial, environmental, and tourism matters
3.5	Delete sub-clause 3.5
3.6	Delete sub-clause 3.6
3.9	Delete sub-clause 3.9
3.10	Delete sub-clause 3.11
5.4	Clause 5.4 is amended by the addition of the following to the end thereof:- “The authority of the principal agent to issue contract instructions or to perform duties as may be required for the relevant aspects of the works is delegated to the other agents as follows: - 1. Architects The Architects is responsible for the architectural design, functional design and quality control. Without derogating from the generality thereof the Architects shall perform the following specific functions and duties:- 1.1 Give opinion on aspects of the works which are not in accordance with the agreement. 1.2 Supply the specified number of drawings. 1.3 Be responsible for the design of the works. 1.4 Be responsible for primary coordination of design elements 1.5 Receive and accept design documentation undertaken by nominated or selected subcontractors. 1.6 Issue contract instructions to the contractor regarding:- 1.6.1 Alteration to design, quality or quantity of the works provided that such contract instruction shall not substantially change the scope of the works. 1.6.2 Removal of any materials and goods from the site and the substitution of any other materials and goods. 1.6.3 Removal or re-execution of any work. 1.6.4 Opening up of work for inspection.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

- 1.6.5 Testing of work and **materials and goods**.
- 1.6.6 Protection of the **works**.
- 1.6.7 Making good physical loss and repairing damage to the **works**.
- 1.6.8 The lists for **practical completion, works completion, final completion** and defects.
- 1.6.9 Compliance with acts of parliament, regulations and bylaws.
- 1.7 Witness the handing over to the **contractor** of pegs, beacons and datum level.
- 1.8 Define levels and provide the **contractor** with the necessary information to set out the **works**.
- 1.9 Inspect the work from time to time and give the **contractor** interpretation and guidance on the standard and state of completion required for **practical completion**.
- 1.10 Inspect the **works** for **practical completion**.
- 1.11 Issue **practical completion** list and re-inspect upon request of **contractor**.
- 1.12 Issue **works completion list**.
- 1.13 Inspect the **works** for **works completion** upon request of **contractor**.
- 1.14 Inspect the **works** at the end of the **defects liability period**.
- 1.15 Issue a defects list and re-inspect upon request of **contractor**. Acceptance in principle of design by **nominated or selected subcontractors**.

2. iSimangaliso appointed Infrastructure Project Managers (IPM)

The IPMs is responsible for all aspects of civil and structural engineering design and quality control. Without derogating from the generality thereof, the STS will perform the following specific functions and duties in respect of IPM aspects of the **works**:-

- 2.1 Give opinion of aspects of the **works** which are not in accordance with the **agreement**.
- 2.2 Supply the specified number of drawings.
- 2.3 Issue instructions
- 2.4 Be responsible for the design of the **works**.
- 2.5 Receive and accept design and design documentation undertaken by **nominated or selected subcontractors**.
- 2.6 Issue **contract instruction** to the **contractor** regarding:
 - 2.6.1 Alteration to design, quality or quantity of the **works** provided that such **contract instruction** shall not substantially change the scope of the **works**.
 - 2.6.2 Removal of any **materials and goods** from the site and the substitution of any **materials and goods** therefore.
 - 2.6.3 Removal or re-execution of any work.
 - 2.6.4 Opening up of work for inspection
 - 2.6.5 Testing of work and **materials and goods**.
 - 2.6.6 Protection of **works**.
 - 2.6.7 Making good physical loss and repairing damage to the **works**.
 - 2.6.8 Compliance with acts of parliament, regulations and bylaws.
- 2.7 Define levels and provide the **contractor** with the necessary information to set out the **works**.
- 2.8 Inspect the work from time to time and give the **contractor** interpretation and guidance on the standard and state of completion required for **practical completion**.
- 2.9 Inspect the **works** for **practical completion**.
- 2.10 Inspect the **works** for **works completion** upon request of **contractor**.

 Contractor

 Witness for
Contractor

 Employer

 Witness for
Employer

	2.11 Inspect the works at the end of the defect liability period. 2.12 Acceptance in principle of design by nominated or selected subcontractors.
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7	Clause 7.0 is amended by adding Clause 7.1. The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the execution of the works. The parties shall give all notices and pay all charges required by such authorities. The principal agent upon appointment shall deal with the amounts thus paid [32.4, 33.2.1]
9	Clause 9.0 is amended by adding Clause 9.1.4. The contractor indemnifies and holds harmless the employer against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the contractor, but such indemnity shall not cover any use of the equipment or part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the contractor in the price and shall be paid by him to those to whom they may be due or payable. The contractor shall reimburse the employer for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the employer in connection with investigation, defending or settling any Losses in connection with pending or threatened litigation in which the employer is a party.
15.1.	Clause 15.1 is amended to state Before commencement of the construction period the contractor shall submit to the appointed principal agent:
15.2.1	Amended clause: Give possession of the site to the contractor on the date stated in the contract data provided that the contractor has submitted a properly priced document and has furnished the requisite security and has signed the agreement, and
15.6.3	Amended clause Continuously revise and modify the programme and the schedule of outstanding construction information and issue copies timeously to the principal agent for its approval. Delay claims shall not be considered if the contractor has not submitted a programme that has been approved by the principal agent. Delays and disruptions will be assessed against an approved programme. If there is no approved programme the event will be deemed not to have had any impact on the contractor's operations. Should progress fall more than 2 weeks behind the approved programme the contractor is to revise the programme and submit it to the principal agent for approval, regardless of whether the principal agent has requested a revised programme or not. If the contractor does not submit and obtain approval for the revised programme, the contractor will be deemed to be working without an approved programme
15.3	Amended clause: The contractor shall maintain daily records of the number and categories of persons and plant employed on the works and shall provide copies thereof to the principal agent with each payment certificate and on request. A monthly labour return, in a format approved by the employer, must be furnished with the payment certificate and pending its receipt, the employer may withhold payment of any amount due to the contractor.
15.10	New clause: The contractor shall execute the works in accordance with the Environmental Management Plan and the environmental laws. It shall not use any pesticides or chemicals or other pest control remedies in the park without the prior written authorisation of the employer. The contractor shall ensure that all materials are not contaminated or infested with alien, invasive or non-invasive, species of any kind.
15.11	New clause: The employer, notwithstanding any other provision of in this agreement, shall be entitled to levy a charge or impost in respect of any breach on the part of the contractor of a provision of the EMP or any environmental law, or elect to compel the contractor, at his cost, to remediate or rehabilitate the damage caused to the environment and should the contractor fail to do so the employer shall be entitled to cause the said rehabilitation or remediation to be undertaken and recover the costs thereof plus an administration fee of 5% of the cost incurred from the contractor

Contractor

Witness for
Contractor

Employer

Witness for
Employer

16.1	Amended clause: The contractor shall have reasonable access, subject also to park rules , to the site on being given possession thereof to fulfil his obligations [Error! Reference source not found.]. Restrictions to the site area, including servitudes and the like affecting access by the contractor are specified in the contract data and the contractor shall not extend his operations into such areas
16.2	Amended clause: The employer, principal agent and agents shall have reasonable access to the works, workshops and other places where work in terms of this agreement is being prepared, executed or stored, including access to any off-site manufacture or assembly of components or materials and goods
16.8	Amended clause: Trees and shrubs shall not be removed, cut back or disturbed without a contract instruction from the principal agent. Specific requirements of the employer are described in the contract data and in the park rules
16.9	Amended clause: Any relics, treasure or other articles of potential value found on the site shall remain the property of the employer and shall be handed over to the principal agent who shall, on instructions from the employer, be the sole arbiter of what is an article of value
21	Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following: The contractor and principal agent shall appoint a selected subcontractor in accordance with the provisions of the Scope of Work.
22	Clause 22.6 is amended by the addition of the following clauses- The employer shall have the right to send his own employees or direct contractors on to the works for the purpose of installing tenant installations and requirements and any other special installations and systems. The contractor is to allow against the relevant items as described in this clause for any costs and no additional claims will be entertained due to the presence on the works of such direct contractors, employer's employees or tenants. 22.7 Should the contractor be required to make good after such direct contractors, employer's employees or tenants or to carry out jobbing, etc. The contractor will be recompensed for any costs incurred by him in terms of clause 32. 22.8 The contractor shall not be entitled to any percentage, profit or discount on the value of any work executed by "direct contractors" but shall nevertheless allow these direct contractors and the employer's employees to have access to the works, allocate reasonable space in the building for the storage of their materials, tools and equipment and coordinate via the principal agent the work of such direct contractors as necessary, all to the satisfaction of the principal agent . The contractor shall allow the direct contractors, etc., to use, free of charge, the latrine accommodation and water and power supply on the site and shall not in any way hinder or prevent the execution of their work.
23 23.1	Clause 23.1 is amended to read: The contractor shall appoint all his domestic subcontractors in terms of an agreement that provided for fair and equitable conditions of contract compatible with this agreement and in compliance with the mandatory partner and local community requirements of this agreement.
26.1	Clause 26.1 is amended : The defects liability period for the works shall commence on the date of works completion and end at midnight (00:00) three hundred and sixty five (365) calendar days from such date
27.1	Clause 27.1 is amended by: The latent defects liability period for the works shall commence at the start of the construction period and end ten (10) years] from the date of achievement of final completion [26.0

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29	Clause 29.0 is amended by:- The addition of the following clauses:- 29.10 Acceleration 29.10.1 Irrespective of whether or not the principal agent rules that the contractor is entitled to an extension of time or a revision of the date for practical completion, the principal agent shall nevertheless, at any time, be entitled to instruct the contractor in writing to accelerate the progress of the remaining works to ensure that the works are completed by the original date for practical completion or revised date as the case may be. 29.10.2 Upon receipt of such instruction, the contractor shall take all 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. 29.10.3 The contractor's entitlement to compensation arising out of or in respect of any revision to the date for practical completion that may have been granted by the principal agent or alternatively where the principal agent has instructed the contractor to accelerate, shall be adjudicated strictly in terms of clause 32.
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31.9	Clause 31.9 is amended by: The employer shall pay to the contractor the amount certified in an interim payment certificate within thirty (30) calendar days of the date of issue of the payment certificate. Payment shall be subject to the contractor giving the employer a tax invoice for the amount due with the labour returns attached as well as evidence of payment of subcontractors, its and its subcontractors staff employed from the mandatory partner and local community. In the event that payment has not been made, the employer may withhold such sums from the contractor and pay the subcontractors and staff directly and such payment will constitute a valid discharge of the employer's obligation to the contractor
32.12	Delete sub-clause 32.12
37.1.3	New clause: The contractor is reasonably believed to have been guilty of unlawful conduct such as fraud, misrepresentation, corruption or other acts which are directed at or have the result that the employer believes or is induced to believe that a state of affairs is true and correct whereas it in fact is not, or the work performed by the contractor is of such consistently poor quality as to result in the principal agent issuing a certificate in which he: 37.1.3.1. records that the contractor is consistently and persistently unable to produce work of a satisfactory calibre or quality; and 37.1.3.2. expresses the view that the contractor will not be in a position to complete the works so as to provide an objectively satisfactory result. Should either of the events set out in 37.1.3 eventuate, the employer shall, in such event, be excused from having the obligation to furnish the contractor with the notices contemplated in clauses 36.2 and 36.3.
38.1.3	No clause

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Employer

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Employer

40	Clauses 40.10 to 40.11.9 are new clauses and replace the clauses 40.1 to 40.8 40.10 Any dispute between the Parties in regard to: 40.10.1 the interpretation of; 40.10.2 the effect of; 40.10.3 the Parties respective rights and obligations under; 40.10.4 a breach of; 40.11 any matter arising out of this Agreement shall: 40.11.1 in the first instance, be referred to the parties respective representatives, who shall attempt to resolve the dispute amicably between themselves within 5 (five) business days of the dispute arising, and if the dispute is still unresolved, then 40.11.2 in the second instance, be referred to the Chief Executive Officer ("CEO") of the employer and the Chairman or, if there is no Board of Directors the CEO, of the contractor, who shall attempt to resolve the dispute within 10 (ten) business days, and if it still remains unresolved, then 40.11.3 Amended clause: in the third instance, be referred to arbitration which shall be held subject to the provisions of this clause: 40.11.3.1 at Durban; 40.11.3.2 informally; 40.11.3.3 in accordance with the provisions of the Arbitration Act, 1965 (Act No. 42 of 1965), as amended; 40.11.3.4 it being the intention that, if possible, it shall be held and concluded within 21 (twenty one) business days after it has been demanded. 40.11.4 The arbitrator shall, if the question in issue is: 40.11.4.1 primarily an accounting matter, be an independent accountant agreed upon between the parties; 40.11.4.2 primarily a legal matter, be a practising Senior Counsel of no less than 10 (ten) years standing agreed
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Contractor

Witness for
Contractor

Employer

Witness for
Employer

	upon between the parties;
40.11.4.3	any other matter, be a suitably qualified and experienced independent person agreed upon between the parties.
40.11.5	If the parties cannot agree upon a particular arbitrator in terms of any of 40.11.4.1, 40.11.4.2, 40.11.4.3. above within 7 (seven) business days after the arbitration has been demanded, the nomination in terms of 40.11.4.1, 40.11.4.2, 40.11.4.3., as the case may be, shall be made by the President of the Attorneys Association of KwaZulu-Natal within 7 (seven) business days after the parties have so failed to agree
40.11.6	No clause
40.11.6.1	No clause
40.11.6.2	No clause
40.11.6.3	No clause
40.11.7	Pending any attempt at amicable settlement or any award of an arbitral panel, both parties shall continue to perform their obligations hereunder unless the employer requires the contractor to suspend the works, or as agreed in writing
40.11.8	The costs of arbitration shall be paid by the unsuccessful party, irrespective of whether the employer or the contractor referred the matter to arbitration.
40.11.9	Notwithstanding any other provision of this clause 40.0 all disputes involving environmental matters, biodiversity management or conservation management shall be referred by the contractor to the employer's designated conservation agent or at the employer's discretion an independent specialist appointed at the cost of the contractor for formulation in scientific terms by that agent for presentation to the employer within 15 (fifteen) days of such referral to it. Any dispute referred to the employer in terms of this procedure shall be determined by the employer whose decision shall be final and binding on the contractor.
41.0	No clause. All the clauses pertaining to clause 41.0: post-tender provisions are deleted
42	42.1 This agreement is the entire contract between the parties regarding the matters addressed herein. No representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the parties.
43	43.0 New clause: STAFF 43.1 The contractor shall ensure that all staff, whether employed by it directly or by subcontractors, have entered into an employment contract 43.2 The contractor shall wherever possible use labour intensive methods to maximise the job opportunities. It shall ensure that it and its subcontractors meet the labour targets to which the employer has committed or is required to meet in terms of its funding agreements with the funders of the project 43.3 Amended clause: The contractor shall employ suitably qualified and skilled people to execute the works, but wherever possible use labour intensive methods to maximise job opportunities. It shall ensure that it and its subcontractors meet the labour targets to which the employer has committed or is required to meet in terms of its funding agreements with the funders of the project. It is a requirement that at least 30% of the contract sum be spent on labour from the mandatory partner and/or the local community. The contractor shall first employ from the mandatory partner for the section of the park in which the works are being constructed and then the local community. If the contractor cannot find suitably skilled people from the aforementioned, it may source staff elsewhere 43.4 Failure to meet the target set out in 42.3, shall result in the imposition by the employer on the contractor of a charge which shall be the equivalent of the rand value of the shortfall in the minimum mandatory partner and local community labour days to which the employer has committed to its funder or the targets set in this contract whichever is the higher 43.4.1. New clause: The amount spent by the contractor on labour sourced from the mandatory partner and/or the local community will be audited by the principal agent on a monthly basis. The charge payable by the contractor to the employer (if any) will be calculated by the principal agent and paid by the contractor to the employer and deducted during the month succeeding the month during which the shortfall in expenditure

Contractor

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	has been established by the principal agent in the interim payment certificate issued by him in accordance with the provisions of clause 31.0.
43.5	The wage rates are specified in the funding agreements signed by the employer and shall be the EPWP rates set by the Minister of Public Works. This excludes transport allowances. Staff shall be contracted in accordance with the special determination governing expanded public works projects
43.6	The contractor shall be required to conduct random breathalyser tests on its and its subcontractors' staff
43.7	The contractor shall be required to undertake criminal checks and/or lie detector tests on its and its subcontractors' staff on request by the employer
43.8	The employer and/or the principal agent may require the contractor to remove (or cause to be removed) any staff or staff of its subcontractors the contractor's representative, who:
43.8.1.	persists in any misconduct or lack of care,
43.8.2.	carries out duties incompetently or negligently,
43.8.3.	fails to conform with any provisions of the Contract,
43.8.4.	persists in any conduct which is prejudicial to safety, health, or the protection of the environment,
43.8.5.	brings the good name of the park or the employer into disrepute,
43.8.6.	commits a material breach or series of breaches of the agreement or park rules or laws governing the park
43.9	If appropriate, the contractor shall then appoint (or cause to be appointed) a suitable replacement person.
43.10	The contractor shall not permit any of its staff or subcontractors' staff or any other third parties under its control to maintain any temporary or permanent living quarters in the park or within the structures forming part of the works
43.11	Amended clause: The contractor shall appoint an accident prevention officer at the site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the works, the contractor shall provide whatever is required by this person to exercise this responsibility and authority. The contractor shall send, to the principal agent, written details of any accident as soon as practicable after its occurrence. The contractor shall maintain records and make reports concerning health, safety and the welfare of persons, and damage to property, as the principal agent may reasonably require.
43.12	Throughout the execution of the works, and for as long thereafter as is necessary to fulfil the contractor's obligations, the contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work
43.13	The contractor shall submit, to the principal agent, details showing the number of each class of contractor's staff and of each type of contractor's equipment on the site. Details shall be submitted each calendar month, in a form approved by the principal agent, until the contractor has completed all work which is known to be outstanding at the completion date.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Part 1: Contract Data completed by the Employer

Clause	Item and data
1.2	Particulars of Employer Name: iSimangaliso Wetland Park Authority Physical Address: The Dredger Harbour, McKenzie Street Postal address: Private Bag X05, St Lucia, 3936 Telephone: (035) 590 1633 Fax: (035) 590 1602
5.1	N/A
1.1	The works comprise of the construction and refurbishment of the iSimangaliso
1.1	The site comprises the iSimangaliso's Dredger Harbour Office
41.0	The Employer is an organ of State
31.11.2	The interest rate applicable is the interest rate on overdraft facilities as charged by First National Bank to iSimangaliso.
11.2	Lateral support insurance is to be effected by the contractor .
26.1.2	Extended defects liability period will apply to the following elements: n/a
15.2.1	Possession of the site is to be given within three days of the contractor providing the employer with construction guarantees in accordance with the provisions of 14.0.
15.3	This is not allocation of work by iSimangaliso as an where work opportunity arise the panel will be use in accordance to preferential procurement policy act for a panel of service provider.
1.2	The law applicable to the agreement shall be that of the Republic of South Africa.
10.1,	Contract insurance is to be effected by the contractor .
10.1, 10.2,	Contract works insurance is to be effected by the contractor for a sum not less than the total of prices in the Form of Offer and Acceptance with a deductible in an amount that the contractor deems appropriate.
1.1,	Public liability insurance to be effected by the contractor
Clause	Item and data
12.1	For an amount equal to the gross tendered value inclusive of VAT plus 30% for fees and escalation. With a deductible equal to the amount as determined by the contractors insurance company.
1.1, 12.1	Support insurance to be effected by the contractor .

Contractor

Witness for
Contractor

Employer

Witness for
Employer

3.3, 15.1.3, 31.16.2	A waiver of the contractor's lien or right of continuing possession is required.
3.7	One copy of the construction document and one copy of the construction drawings are to be supplied to the contractor free of charge.
31.3	Contractor's Monthly claims for payment shall be submitted to the principal agent on the 21st day of each month (contractor to ensure that applications for payment from subcontractors are received on the 20th day of each month), following which the QSSP shall submit his valuation to the principal agent within 14 days. The payment shall be made by the employer to the contractor on the 21st day of the following month or the next working day should the 21st fall on a weekend. Payment shall only be made following receipt by the employer of both the original payment certificate and the contractor's tax invoice.
31.5.3	The contract value is not to be adjusted.
14.5	The securities to be provided by the contractor are one of the following: 1. Fixed construction guarantee and payment reductions 2. Fixed construction guarantee = 10% of contract sum 3. Retention = 10% to a maximum of 5% of contract sum

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Contract number:

Part 2: Contract Data completed by the Contractor

Clause	Item and data
1.2	The name of the Contractor is. The address of the Contractor is: Telephone: Facsimile: Cellphone: Address (physical): Address (postal): Email:.....


Contractor


Witness for
Contractor


Employer


Witness for
Employer

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

.

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means : iSimangaliso Wetland Park Authority

Contractor means

Agent means

Works means Construction and refurbishment of the iSimangaliso Dredger Harbour Offices; St Lucia

Site means iSimangaliso Wetland Park Authority

Office Agreement means the JBCC Series 2000 Principal Building Agreement and all other documents

Contract Sum means the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

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

AGREEMENT DETAILS

Sections: Total Sections _____ Last Section _____

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

1.0 VARIABLE CONSTRUCTION GUARANTEE

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

GUARANTOR'S LIABILITY

PERIOD OF LIABILITY

1.1.1 Maximum Guaranteed Sum (not exceeding 12.5% of the contract sum) in the amount of:

Amount in

words: _____

1.1.2 Reducing to the Guaranteed Sum (not exceeding 7.5% of the contract sum) in the amounts of:

From and including the date of issue of this Construction Guarantee and the up to and including the date of the interim payment certificate certifying in excess of 50% of the contract sum

From and including the day after the date of the aforesaid interim payment certificate and up to and including the date of the only practical completion certificate or last practical completion certificate where there are sections.

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Amount in words: _____

- 1.1.3 Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of: _____

 From and including the day after the date of the applicable practical completion certificate and up to and including the date of the only final completion certificate or last final completion certificate where there are sections

Amount in words: _____

- 1.1.4 Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of: _____

 From and including the day after the date of the applicable practical completion certificate and up to and including the date of the final payment certificate where payment is due to the Contractor, whereupon this Construction Guarantee shall expire. Where the final payment certificate reflects payment due to the Employer, this Construction Guarantee shall expire upon payment of the full amount certified.

Amount in words: _____

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

2.0 FIXED CONSTRUCTION GUARANTEE

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

GUARANTOR'S LIABILITY

Maximum Guaranteed Sum (not exceeding 7.5% of the contract sum) in the amount of:

PERIOD OF LIABILITY

From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

Amount in words: _____

- 3.0 The Guarantor hereby acknowledges that:

- 3.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.
- 3.2 Its obligation under this Guarantee is restricted to the payment of money.
- 4.0 Subject to the Guarantor's maximum liability referred to in clauses 1.0 or 2.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer

 Contractor

 Witness for
 Contractor

 Employer

 Witness for
 Employer

calls up this Construction Guarantee and demands payment of the sum certified from the Guarantor.

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

Signed at Date

Guarantor's
Signatory 1 Guarantor's
Signatory 2

Witness 1 Witness 2

Guarantor's seal or stamp:

Contractor

Witness for
Contractor

Employer

Witness for
Employer

Contract number:



Part C2: Pricing data (N/A)

Contractor

Witness for Contractor

Employer

Witness for Employer

**RFP 16-2024 PANEL FOR CONSTRUCTION AND MAINTENANCE OF VARIOUS CAPITAL PROJECTS FOR
ISIMANGALISO WETLAND PARK AUTHORITY FOR A PERIOD OF THIRTY-SIX MONTHS.**

CONTRACT NO: 16-2024

C2.1 Pricing Instructions

1. The Bills of Quantities will be drawn up and send to the panel as per the category allocation in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a. Civil engineering work in accordance with the provisions of the latest edition of SANS 1200 Standardized Specifications for Civil Engineering Works.
 - b. Mechanical work in accordance with the provisions of the Model Bills of Quantities for Mechanical Work, published by the South African Association of Quantity Surveyors, July 2005).
 - c. Electrical work in accordance with the provisions of the Model Bills of Quantities or Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.1, March 2016. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

Or
3. The Conditions of Contract are the **General Conditions of Contract for Construction Works (2015 3rd Edition), (GCC 2015)** published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805-5947, Fax: 011-805-5971, E-mail: civilinfo@saice.org.za).
The Contract Data (including variations and additions) shall amplify, modify or supersede, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.
4. Each item of data given below is cross-referenced to the clause in the GCC 2015 to which it mainly applies
5. Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
6. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
7. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
8. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the

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works.

9. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- Except materials indicated on Addendum C2.1.1 – Material specifications.**
10. The rates contained in the Bill of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.
11. Rates for work of similar description occurring in different sections of the Bill of Quantity shall be identical.
12. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
13. Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
14. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities.
15. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
16. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract
17. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
18. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
- a an amount which is not to be varied, namely Fixed (F)
 - b an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
19. Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a 10 percent is Fixed;
 - b 15 percent is Value Related
 - c 75 percent is Time Related.
20. The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract

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price adjustment provided for in the contract. Adjustments in respect of any staged
or sectional completion shall be prorated to the value of each section.

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Part C2.2: Bill of Quantities

N/A

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Witness for Contractor

Employer

Witness for Employer

Contract number:

