



iSimangaliso
Wetland Park

THE ISIMANGALISO WETLAND PARK AUTHORITY

**HLUHLUWE IMFOLOZI PARK: REPLACEMENT OF
PERIMETER FENCE**

TENDER NO: 08/2023

BID DOCUMENT

NAME OF TENDERER:

**HLUHLUWE IMFOLOZI PARK:
REPLACEMENT OF PERIMETER FENCE
CONTRACT NO: 08/2023**

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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.

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1: The Tender

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Part T1: Tendering procedures

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**HLUHLUWE IMFOLOZI PARK REPLACEMENT OF PERIMETER FENCE
CONTRACT NO: 08/2023**

CONTENTS

T1.1: Tender Notice and Invitation to Tender

The iSimangaliso Wetland Park Authority invites tenders to bid for **HLUHLUWE IMFOLOZI PARK: REPLACEMENT OF PERIMETER FENCE:**

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 submit tenders:

- Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for **7SQ** class of construction work; and
- Joint ventures are eligible to submit tenders provided that:
 1. every member of the joint venture is registered with the CIDB;
 2. the lead partner has a contractor grading designation in the **7SQ** class of construction work; and
 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an **7SQ** class of construction work.

The following pre-qualification criteria applies to this tender:

- Contractors must have a CIDB contractor grade of at least grade **7SQ**
- Note: iSimangaliso will provide a list of EMEs and QSE that bidders may choose from

The tender will be evaluated on functionality/quality, and the following quality criteria are included:

Evaluation Areas		Weighted Max Points	Weighted Min Points
A.	Bidder's Relevant Experience and Track Record	40	35
B.	Key Personnel's Experience	30	20
C.	Technical Approach	30	20
Totals		100	75

The Employer shall evaluate the remaining responsive tenders using the tender using **Method 4:** Financial offer and preferences. Tender evaluation points for preferences will be allocated as indicated on Form SBD6.1 in the Tender Document.

The full tender documents will only be provided after the compulsory clarification meeting. The tender documents will be issued digitally via a link to Dropbox through bids@isimangaliso.com

A compulsory clarification meeting with representatives of the Employer will take **Address:** Hluhluwe Imfolozi Park, Nyalazi Gate. Note: Bidders are to ensure that they have signed in at the gate and park inside before the time above. An Ezemvelo Official will then lead the convoy to the site. **Date: 14 August 2023 at 12:00** The Tenderer shall inspect and examine the Site and its surroundings and shall satisfy himself before submitting his tender as to the form and nature of the Sites, the quantities and nature of the work and materials necessary for the completion of the Works and the means of access of the Site. The tenderer must be represented at the site inspection by a person who is suitably qualified and experienced to comprehend the implications of the work involved. Attendance of the site inspection is compulsory, and a tender will be disqualified if the site inspection is not attended by a representative of the tenderer.

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Queries relating to the issue of these documents may be addressed via email to: **The Bids Representative**: Email: bids@isimangaliso.com .Requests for clarification of the tender documents, if necessary, will only be allowed until 5 working days before the tender closing.

The closing time for receipt of tenders is **15 September 2023 at 12:00**

Tenders may only be submitted on the tender documentation that is issued. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

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

The Tender Validity Period is **120 Days**.

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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	<p>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."</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing instructions C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3.1 - Scope of work C3.2 - Drawings C3.3 - Specifications</p> <p>Part C4: Site information</p> <p>C4 - Site information</p> <p>ANNEXURES</p>
C 1.4	<p>The employer's agent is: The Bid Representative</p> <p>Name: The iSimangaliso Wetland Park Authority Bid Representative The Dredger Harbour St Lucia 3936</p> <p>Tel: 035 5901633 E-mail: bids@isimangaliso.com</p>

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<p>Continued C 1.4</p>	<p>Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this tender document, please refer queries, 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.</p> <p>Enquiries should reference specific page and or paragraph numbers, where appropriate.</p> <ul style="list-style-type: none"> • All questions/enquiries must be forwarded via email 5 days before the closing date. Questions received after this will not be considered. <p>Questions to be sent to Name: Bids Representative Tel: 035 5901633 E-mail: bids@isimangaliso.com</p>
<p>C1.6.2</p>	<p>Competitive Negotiation Procedure This clause is not applicable</p>
<p>C1.6.3</p>	<p>Proposal procedure using the two stage- system This clause is not applicable</p>
<p>C 2.1</p>	<p>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:</p> <ol style="list-style-type: none"> contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 7SQ class of construction work; Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the class 7SQ of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 7SQ class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. <p>Only those Bidders who satisfy the following eligibility criteria will be considered for the next phase of evaluation:</p> <ol style="list-style-type: none"> The bidder is actively registered with CIDB grading of 7SQ 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: <ol style="list-style-type: none"> 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 Organisations Act, 1997 (Act 71 of 1997). If bidding entity is classified as a Joint Venture or Sub-contracting entity that is comprised of multiple organisations, official Joint Venture or Sub contracting agreement is required to be submitted with the bid. Failure of organisation to not submit applicable agreement with this submission will render bid invalid. <p><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></p>

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C 2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>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.</p>
C 2.12	<p>Alternative offers</p> <p>No alternative tender offers will be considered</p>
C 2.13.1	<p>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.</p>
C 2.13.5 C 2.15.1	<p>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:</p> <p>Location of tender box: The iSimangaliso Wetland Park Authority Physical address: The Dredger Harbour [Tender Box] Identification details: Contract: 08/2023: Hluhluwe iMfolozi Park: Replacement of Perimeter Fence</p>
C 2.23	<p>The tenderer is required to submit with his tender the following certificates:</p> <ol style="list-style-type: none"> 1) A Valid SARs Tax pin number to verify compliance status of tenderers 2) Proof of Contractor Registration issued by the Construction Industry Development Board 3) An original and valid B-BBEE Status Level verification Certificate or certified copy thereof (non-mandatory) 4) Proof of registration of Closed Corporation or Company or other legal entities applicable to tender - Certified copy 5) Letter of good standing from the Compensation Commissioner 6) Letter of intent for a Construction Guarantee 7) National Treasury Central Supplier Database (CSD) Registration Report and CSD pin number
C2.13.9	<p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
C2.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
C 2.16	<p>The tender offer validity period is 120 days.</p> <p>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.</p> <p>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.</p>
C 3.1.1	<p>The Employer will respond to requests for clarification received up to 7 working days before the tender closing time.</p>
C3.4	<p>A Public opening will be held on the 15th of September 2023 at 12.am at the iSimangaliso Wetland Park Authority; The Dredger Harbour Offices in St Lucia; 3936</p>
C3.11	<p>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.</p> <p>90/10 preference point system for acquisition of goods or services with Rand value above R50 million</p> <p>This bid shall be evaluated using 80/20 system as stipulated in the Preferential Procurement Policy Framework Regulations 2022</p>
C3.11	<p>Scoring for financial offer</p> <p>A maximum of 80 or 90 points is allocated for price on the following basis:</p>

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Functionality Criteria:

BIDDER'S RELEVANT EXPERIENCE AND TRACK RECORD		Total points 40	
Description of Criteria (Attach signed Appointment Letter & signed Completion Certificate with traceable contacts)	Minimum Value of Project	Score	Total sub Points
Five (5) or more projects of similar nature	R 5 000 000	40	40
Three (3) to Four (4) projects of similar nature		30	
One (1) to Two (2) projects of similar nature		20	
The tenderer has failed to address the question and has not proved competency		0	
KEY PERSONNEL		Total 30 Points	
1. Contract Manager			
Description of Criteria (Attach CVs clearly outlining experience & Certified qualifications, certification must not be older than Six months)	Minimum Experience (Years)	Score	Total Sub Points
Minimum Qualifications BTech in Civil or Buildings	6- 10	10	10
Minimum Qualifications BTech in Civil or Buildings	3-5	5	
Minimum Qualifications BTech in Civil or Buildings	1-2	2	
The tenderer has failed to address the question and has not proved competency.		0	
2. Site Agent			
Description of Criteria (Attach CVs clearly outlining experience & Certified qualifications, certification must not be older than Six months)	Minimum Experience (Years)	Score	Total Sub Points
Minimum Qualifications Diploma in Civil or Buildings	6- 10	10	10
Minimum Qualifications Diploma in Civil or Buildings	3- 5	5	
Minimum Qualifications Diploma in Civil or Buildings	1-2	2	
The tenderer has failed to address the question and has not proved competency		0	
3. Site Foreman			
Description of Criteria (Attach CVs clearly outlining experience & Certified qualifications, certification must not be older than Six months)	Minimum Experience (Years)	Score	Total Sub Points
Minimum Qualifications National Certificate in Civil or Buildings	6-10	10	10
Minimum Qualifications National Certificate in Civil or Buildings	3-5	5	
Minimum Qualifications National Certificate in Civil or Buildings	1-2	2	

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	The tenderer has failed to address the question and has not proved competency.		0	
TECHNICAL APPROACH			Total 30 points	
Proposed Preliminary Programme of Works.	Proposed Preliminary Programme of Works. <ul style="list-style-type: none"> a programme of the proposed works must be included in a Gantt chart form together with a brief discussion outlining the principles and assumptions made in developing the programme; The Bidder's programme will be rated for completeness and adequacy based on the level of detail provided in the programme with regard to listing and sequencing of key construction activities (including establishment of key personnel, sub-contractors and equipment), highlighting critical path activities and considerations specific to the Contract, and taking into account the processes necessary for a project of this nature. 		15	
	Demonstrates a comprehensive project programme	15		
	Demonstrates a sufficient project programme	9		
	Demonstrates a partial project programme	0		
Method Statements. Showing an understanding of the Site Information and process control management under this Contract.	The method statement should: <ul style="list-style-type: none"> 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 for fencing. 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 methodology.	15		
	Demonstrates a sufficient project methodology.	9		
	Demonstrates a partial project methodology.	0		

C3.13	Additional to C 3.13. a) to f) conditions. Tender offers will only be accepted if: <ul style="list-style-type: none"> g. the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services. 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.
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	<ul style="list-style-type: none"> 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
C3.17	Provide to the successful tenderer one copy of the signed contract document.

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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 utilized 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.2.17 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, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
- C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

- C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- C.3.5.2 Evaluate 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 BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 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 of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- 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

**HLUHLUWE IMFOLOZI PARK: REPLACEMENT OF PERIMETER FENCE
CONTRACT NO: 08/2023**

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
- An original valid Tax Clearance Certificate issued by the South African Revenue Services An original and valid B-BBEE Status Level verification Certificate or certified copy thereof.
- Proof of registration of Closed Corporation or Company or other legal entities applicable to tender - Certified copy
- Letter of good standing from the Compensation Commissioner
- Company registration documents; memorandum of association; articles of association; certificate of registration

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 7.1: Purchase of Goods/Works

Other documents that will be incorporated into the contract

- Clarification Meeting Information

4

- Health and Safety Specifications
- Code of conduct for working in the iSimangaliso Wetland Park
- Environmental Management Plan

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	Signed Copies of Client Reference Letters- Previous Projects		
Form 8	Current projects register		
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		
Form 13	CVs of key personnel		
Form 14	Certified Certificates of Qualifications of Key Personnel		
Form 15	Health and Safety Specifications		
Form 16	SBD 1		
Form 17	SBD 4		
Form 18	SBD 6.1		
Form 19	SBD 8		
Form 20	SBD 9		
Form 21	SBD 7.2		
Other documents			
a.	Company registration documents: registration certificates; constitutional documents		
b.	Company profile: directors' details; shareholding structure;		
c.	List of plant and or equipment		
d.	Two years financial statements; bank rating letter and/or grading		
e.	CIDB Grade (minimum 7SQ)		
f.	CSD Registration Full Report or Supplier Number with unique registration reference number		
g.	Valid Tax Pin		
h.	Valid Letter of Good Standing from the Compensation Commissioner		
i.	Annexure A, E and Bill of Quantity.		
Name of Tenderer		Signature	Capacity
Name of organization:			

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			

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

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)

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 1 above.
7. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the 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
1. * Delete which is not applicable 2. NB. This resolution must be signed by <u>all</u> 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:

- 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			
3			
4			
5			
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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: 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:			
i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;			
ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or PARTIALY exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;			
iii) confirms that no partner, member, director or other person, who wholly or PARTIALY exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;			
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and			
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.			
Signed		Date	
Name		Position	
Enterprise name			

FORM 3

**THE REPLACEMENT OF PERIMETER FENCE IN THE KZN HLUHLUWE IMFOLOZI PARK
CONTRACT NO: 08/2023**

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

**THE REPLACEMENT OF PERIMETER FENCE IN THE KZN HLUHLUWE IMFOLOZI PARK
CONTRACT NO: 08/2023**

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

**HLUHLUWE IMFOLOZI PARK: REPLACEMENT OF PERIMETER FENCE
CONTRACT NO: 08/2023**

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

Signed Copies of Client Reference Letters of Previous Projects Completed

Please attach Signed Copies of Client Reference Letters- Previous Projects

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

**HLUHLUWE IMFOLOZI PARK: REPLACEMENT OF PERIMETER FENCE
CONTRACT NO: 08/2023**

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.

<input type="text"/>	<input type="text"/>	<input type="text"/>
Name Tenderer's Representative	Position	Signed

<input type="text"/>	<input type="text"/>
Name of Tenderer	Date

<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Employer's Representative	Signature	Date

Contractor

Witness for
Contractor

Employer

Witness for
Employer

FORM 12

**HLUHLUWE IMFOLOZI PARK: REPLACEMENT OF PERIMETER FENCE
CONTRACT NO: 08/2023**

**SCHEDULE OF PROPOSED DOMESTIC SUB-CONTRACTORS IN TERMS OF PRE-QUALIFICATION CRITERIA,
PPPFA REGULATIONS 2022**

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

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 (who does not necessarily need to be full time on the site):

1. Project Director / Senior 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 14

Certified Certificates of Qualifications of Key Personnel.

QUALIFICATIONS AND EXPERIENCE OF PROPOSED SITE SUPERVISION TEAM FOR THE PROJECT

Tender 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 15

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 16

**SBD 1
PART A
INVITATION
TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	08/2023	CLOSING DATE:	15 September 2023	CLOSING TIME:	12h00
DESCRIPTION	THE REPLACEMENT OF PERIMETER FENCE IN THE KZN HLUHLUWE IMFOLOZI PARK				
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					
Latitude: -28.362936 Longitude: 32.412032					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Bids Representative		CONTACT PERSON	Bids Representative	
TELEPHONE NUMBER	035 5901633		TELEPHONE NUMBER	035 5901633	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	bids@isimangaliso.com		E-MAIL ADDRESS	bids@isimangaliso.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

Contractor

Witness for Contractor

Employer

Witness for Employer



IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

**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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

FORM 17

SBD 4

BIDDER'S DISCLOSURE

Contractor

Witness for
Contractor

Employer

Witness for
Employer

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

Contract number: 08/2023

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 18**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.

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

Contractor

Witness for
Contractor

Employer

Witness for
Employer

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

Contractor

Witness for
Contractor

Employer

Witness for
Employer

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)
Minimum 51% black ownership	2	4		
Minimum 51% Youth Ownership	2	4		
Minimum 51% Women Ownership	2	4		
Local registered Company within Zululand, King Cetshwayo and Umkhanyakude	2	4		

Contractor

Witness for Contractor

Employer

Witness for Employer



Districts Municipalities.				
100% Disabled ownership	2	4		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

Contractor

Witness for Contractor

Employer

Witness for Employer

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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>

Contractor

Witness for
Contractor

Employer

Witness for
Employer



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 20

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.

9. 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.

10. 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

FORM 21

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE


NAME OF FIRM

DATE

WITNESSES	
1
	.
2
	.




Contractor



Witness for Contractor



Employer



Witness for Employer

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Contractor

Witness for Contractor

Employer

Witness for Employer

C: The Contract

Contractor

Witness for
Contractor

Employer

Witness for
Employer



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

Schedule of Deviations

Notes:

Contractor

Witness for Contractor

Employer

Witness for Employer



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

**THE REPLACEMENT OF PERIMETER FENCE IN THE KZN HLUHLUWE IMFOLOZI PARK
CONTRACT NO: 08/2023**

C1.2 Contract Data

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works – 3rd Edition 2015", issued by the South African Institution of Civil Engineering. (Short title: "GCC2015").

It is agreed that the only variations from the said Conditions of Contract are those set out hereafter under "Particular Conditions of Contract".

PARTICULAR CONDITIONS OF CONTRACT

1. GENERAL

These Particular Conditions of Contract (PCC) form an integral part of the Contract. They shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Particular Conditions affected hereafter are numbered "PCC" followed in each case by the number of the applicable Clause or Sub-Clause in the General Conditions of Contract 2015, and if applicable, the heading, or (where a new condition that has no relation to the existing clauses is introduced) by a number that follows after the last Clause number in the General Conditions.

PCC 1.1 Definitions

PCC 1.1 Definitions

PCC 1.1.1.1 *Re-word this sub-clause as follows:*

"agreed" means agreed by the Employer, or the Employer's Agent acting on behalf of the Employer, and the Contractor.

PCC 1.2 Interpretations

Add the following sub-clauses:

PCC 1.2.1.3 Sent by facsimile or e-mail or any like communication

PCC 1.2.1.4 Posted to the addressee and delivered by Postal Authorities

PCC 1.2.1.5 Delivered by a courier

PCC 3.3.5 Limitation on delegation of the Employer's Agent's powers

Add to the end of the sub-clause:

"or Clause 10.3"

PCC 4.4 Sub-Contracting

PCC 4.4.1 **Insert the following after the existing wording:**

Contractor

Witness for
Contractor

Employer

Witness for
Employer



“The Contractor shall not sub-contract any Works to Sub-Contractors who are not appropriately registered and graded by the Construction Industry Development Board. Proof of registration and grading shall be submitted to the Employer’s Agent prior to the award of any such work to a Sub-Contractor.”

PCC 5.1 Time Calculations

Modify sub-clause 5.1.1.2 such that the entire clause 5.1.1 reads as follows:

“5.1.1 Except where otherwise provided in the Contract, where a specific time-span is stipulated in the Contract for carrying out any task, or for the termination of any right, or the duration of any event or circumstance,

5.1.1.1 The special non-working days set out in the Contract Data that fall within the said time-span, as well as

5.1.1.2 The day on which the time-span commences shall be excluded from the calculation of the time-span concerned.”

PCC 5.12 Extension of Time for Completion

Add the following to the end of sub-clause 5.12.3:

“but shall only be granted where it is also shown that a delay has occurred to the critical path of the programme referred to in sub-clause 5.6.1”

PCC 5.14.5.1 Consequences of Completion

Amend Clause 5.14.5.1 as follows:

In the second line, replace the word “Guarantor” with the words “Contractor, who shall then be responsible for returning it to the Guarantor”

PCC 6.2.1 Security

Amend Clause 6.2.1 as follows:

In the fourth line, delete the word “selected” and replace it with “stated”.

PCC 6.5.1.3 Basis of payment for dayworks

Amend Clause 6.5.1.3, as follows:

Substitute the words ‘ruling plant hire rates’ with ‘ruling Construction Equipment hire rates’

PCC 6.9.2 Definition of “materials”

Amend Clause 6.9.2, as follows:

Substitute the word ‘plant’ with ‘Plant’

PCC 6.9.3 Identification of Plant and materials

Add the following at the end of Sub-Clause 6.9.3:

Storage of Plant

In consideration of receiving, from the Employer, payment on account, after the deduction of retention monies, in respect of items of Plant stored at the Contractor's workshop or his suppliers' premises or

Contractor

Witness for Contractor

Employer

Witness for Employer



his other storage facilities, the Contractor shall complete the standard Employer Certificate of Indemnity. In so doing the Contractor:

- (a) acknowledges that the items of Plant are the sole property of, and are held on behalf of, the Employer;
- (b) indemnifies the Employer against any loss or damage whatsoever of or to the said items of Plant whilst in the Contractor's possession or in transit and undertakes to effect adequate insurance against these risks in the name of the Employer and to produce of such insurance to the Employer's Agent;
- (c) undertakes to deliver and install, at the site, the said Plant when required by the Employer;
- (d) undertakes that no payment has been received, in respect of the said items of Plant, from any other of his clients or employers and that the Employer has prior claim to the value of payments so received for same, prior to all others, from any assets of the Contractor's company; and
- (e) undertakes to act in accordance with such instructions as received from the Employer, through its officers, to protect the interests of the Employer.

Payment for Plant stored at the Contractor's workshop or his suppliers' premises or his other storage facilities, shall be at the sole discretion of the Employer's Agent and the Employer's Agent reserves the right to amend the requirements of the standard Certificate of Indemnity.

PCC 6.10.6 Set-off and delayed payments

Amend Clause 6.10.6.2 as follows:

Delete the words 'Contractor's Bank' and substitute with the words 'Employer's Bank'

PCC 8.3.1 Excepted risks

Amend Clause 8.3.1.12 as follows:

In the second line, delete the words 'Employer or any of their' and substitute with 'or any of his'.

PCC 8.6 INSURANCES

Add the following to Clause 8.6 - Insurances to be effected

The insurance cover effected by the Contractor in terms of this Clause shall not carry a first loss amount greater than those set out in the schedule below:

<u>Contract Price</u>	<u>The Amount of First Loss</u>
Up to and including R 100 000.00	R 5 000.00
Exceeding R 100 000.00 up to and including R 500 000.00	R 10 000.00
Exceeding R 500 000.00 up to and including R 1 000 000.00	R 20 000.00
Exceeding R 1 000 000.00 up to and including R 2 000 000.00	R 30 000.00
Exceeding R 2 000 000.00 up to and including R 4 000 000.00	R 40 000.00
Exceeding R 4 000 000.00 and over	R 50 000.00

The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Clause 8.2.1 cannot take place without the prior written approval of the Employer's Agent.

Contractor

Witness for Contractor

Employer

Witness for Employer



Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:

(a)	Third Party Insurance (Public Liability)		
	i)	Minimum amount for any one occurrence, unlimited as to the number of occurrences for the period of the contract, inclusive of the maintenance period	R 1 000 000
	ii)	Consequential loss to be covered by policy	R 3 000 000
	iii)	Liability section of policy to be extended to cover blasting	Yes
	iv)	Maximum excess per claim or series of claims arising out of one occurrence	R 15 000
(b)	Joint Insured/Cross Liability Clause		
	i)	Contract Works and Public Liability Policy taken out by the Contactor shall be in the joint names of the Contractor and the Employer	
	iii)	Third Party/Public Liability section of Policy shall include cross liability clause	

PCC 8.6.1.3 Insurances to be effected

Add the following paragraphs to this sub-clause:

“Provided that the insurance shall not be required to cover any liability arising out of any of the matters referred to in the provisos of sub-clause 8.4”

PCC 8.6.8 Manufacturing and/or fabrication at premises other than the Site

Add the following new sub-clause 8.6.8:

“Where the contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's policies of insurance.”

PCC 5.12.2.2 Rain Delays

The number of days per month on which work is expected not to be possible as a result of normal rainfall for which the Contractor shall make provision, is given in the table below. In his tendered rates and programme, the Contractor shall allow at least for the number of lost working days listed for each month. Only the number of days lost as a result of adverse weather conditions per month exceeding the number of days listed in the table will qualify for consideration of extension time.

During the execution of the works, the Employer’s Agent’s Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- If no work was possible on the relevant working day on any item which is on the critical path according to the latest approval construction programme: or
- if at least 50% of the work force and plant on site could not work during the specific working day

An extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Engineer’s Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in the table



Contractor



Witness for Contractor



Employer



Witness for Employer



below, which could result in a negative figure for certain months.

The extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as Nil.

MONTH	Expected number of working days lost as result of normal rainfall	Average Monthly rainfall (mm)
January	*4	161
February	5	147
March	4	102
April	1	87
May	1	52
June	1	38
July	1	102
August	1	32
September	2	93
October	3	114
November	4	165
December	*3	126
TOTAL	32 days	1 218

(Based on information obtained from the Weather Bureau Department of Environment Affairs, Pretoria. The average monthly rainfall quoted for Greytown weather station No. 02701559.

** the number of working days lost for December and January has been adjusted pro-rata to allow for the SAFCEC shut-down from 16 December to 5 January.)*

Contractor

Witness for Contractor

Employer

Witness for Employer



5.6.1	<p>Programme The contractor shall deliver his programme of work within ten (10) days from the Commencement Date.</p>
5.8.1 & 5.1.1.1	<p>Non-working times and special non-working days The non-working days are Sundays. The Special non-working days are all statutory holidays as declared by National or Regional Government and the yearend break commencing with close of business on 15 December and ending with start of business on the 1st working day in January of the next year.</p>
5.13.1	<p>Penalty for Delay The penalty for failing to complete the Works by the Due Completion Date shall be calculated at 1/14 of 1% of the Contract Sum (inclusive of VAT).</p>
5.16.3	<p>Latent Defect Period The latent defect period is ten (10) years</p>
6.2.1	<p>Security The security to be provided by the Contractor shall be a Performance Guarantee of 10% of the Contract Sum plus retention of 5% of the value of the Works. The liability of the Guarantee shall be up to the issue of the Certificate of Completion, when the Guarantee shall be returned to the Contractor.</p>
6.5	<p>Daywork</p>
6.5.1.2.3	<p>The percentage allowances to cover overhead charges for daywork which has not been included in the Daywork Schedule, are as follows: 50% of the gross remuneration of workmen and foremen actually engaged in the daywork; and 25% on the net cost of materials actually used No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.</p>
6.10	<p>Payments</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is: 80%.</p>
6.10.3	<p>Retention Money The percentage retention on the amounts due to the Contractor is 10% (ten percent) of the value of the works. The limit of retention money is 5% of the Contract Sum. A guarantee in lieu of retention money is not permitted.</p>
8.6.1	<p>Insurances (8.6.1.2; 8.6.1.3; 8.6.1.4) Refer to Particular Condition of Contract PCC 8.6 Insurances</p>
8.6.1.1.2	<p>The Value of Plant and materials supplied by the Employer to be included in the insurance sum is Nil</p>
8.6.1.1.3	<p>Refer to Particular Condition of Contract PCC 8.6 Insurances</p>
8.6.1.3	<p>Refer to Particular Condition of Contract PCC 8.6 Insurances</p>

Contractor

Witness for
Contractor

Employer

Witness for
Employer



10.5	<p>Adjudication The Adjudication Board shall be selected and appointed in terms of the CIDB Best Practice Guidelines #C3, with special reference to its Annexure 1 (Agreement as in C1.3.3 hereafter).</p>
10.5.3	The number of Adjudication Board Members to be appointed is one (1)
10.7.1	<p>Arbitration If, after adjudication, a dispute is still unresolved, the dispute shall be resolved by arbitration.</p>
OPTIONAL DATA	
3.2.3	<p>Specific approval of the Employer required The Engineer is required to obtain the specific approval of the Employer for the following:</p> <ol style="list-style-type: none"> (1) Significant changes to the Specifications related to Plant and materials which may have an impact on the operation and maintenance of the Works. (2) The issuing of an instruction to accelerate the progress in terms of Clause 5.7.3. (3) The reduction of a penalty for delay in terms of Clause 5.13.2. (4) The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4. (5) The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.1. (6) Authorizing the Contractor to repair and make good damage caused by excepted risks in terms of Clause 8.2.2.2. (7) The agreeing of an extension to the 28 day period in terms Clause 10.1.5.1. (8) Any expenditure beyond approved Contract Sum.
5.4	Access to the Site
5.4.2	<p>The access and possession of the Site shall not be exclusive to the Contractor but shall be limited as follows:</p> <ul style="list-style-type: none"> • The general public will need to make use of the roads and other public and private facilities. The contractor will need to ensure that the public has unimpeded access to these facilities.
6.8	Adjustment in rate and/prices
6.8.1	<p>Contract Price Adjustment will be applicable. Values of the coefficients shall be: X = 0,15; a (labour) = 0,30 b (plant) = 0,25; c (materials) = 0,35; d (fuel) = 0,10 The Site is situated in: KWAZULU-NATAL Province. The base month is the month prior to that in which the tender closed.</p>
6.8.2	<p>Variation of cost of special materials Price adjustments for variations in the cost of special materials is not allowed.</p>
6.8.3	<p>Vesting of Materials The following plant and materials shall be subject to the conditions of Clause 6.9.1.2.</p>

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	<p><u>Plant / Material</u> Nil</p> <p><u>Stored at</u> N/A</p>
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Contract Price Adjustment Schedule

Paragraph 1

- Adjust the definitions of "L", "P", "M" and "F" in the 4th to the 7th sub-paragraphs with the following:

Definition of "L" :

- ***Insert*** "(Consumer Price Index)" ***after*** "P0141.1".
- ***Insert*** "(Consumer Price Index and Percentage Change according to Area, item KwaZulu-Natal – Durban/Pinetown)" ***after*** "Table A " ***in the third line.***

Definition of "P" :

- ***Insert*** "(Production Price Index)" ***after*** "P0142.1"
- ***Insert*** "(Production Price Index for Selected Materials, item 'Civil Engineering Plant') " ***after*** "Table 12".

Definition of "M" :

- ***Insert*** "(Production Price Index)" ***after*** "P0142.1"
- ***Insert*** "(Production Price Index for Materials used in Certain Industries, item "Building and Construction - Civil Engineering)" ***after*** "Table 11".

Definition of "F" :

- ***Insert*** "(Production Price Index)" ***after*** "P0142.1".
- ***Insert*** "(Production Price Index for Selected Materials, item "Diesel at wholesale level - Coast)" ***after*** "Table 12".

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PART 2: DATA PROVIDED BY THE CONTRACTOR

GCC REF. CLAUSE No																			
1.1.1.9	Name of Contractor:																		
1.2.1.2	Address of Contractor: Physical: Postal: Telephone No: Fax No: E-mail:																		
1.1.1.14	Practical Completion The time for achieving Practical Completion is (.....) weeks																		
6.2.1	Security The security to be provided by the Contractor shall be as stated in Part 1: Data provided by the Employer in sub-clause 6.2.1.																		
6.8.3	The variations in cost of special materials will be based on the following: <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Special Material</th> <th style="text-align: left;">Unit</th> <th style="text-align: left;">Rate or Price</th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Special Material	Unit	Rate or Price
Special Material	Unit	Rate or Price																	
.....																	
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Employer

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Part C2: Pricing data

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**HLUHLUWE IMFOLOZI PARK: REPLACEMENT OF PERIMETER FENCE
CONTRACT NO: 08/2023**

C2.1 Pricing Instructions

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a. Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SANS 1200 Standardized Specifications for Civil Engineering Works.
 - b. Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Mechanical Work, published by the South African Association of Quantity Surveyors, July 2005).
 - c. Electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities or Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 5.0, July 2007. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
3. Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
5. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
6. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
7. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

Except materials indicated on Addendum C2.1.1 – Material specifications.

8. The rates contained in the Bill of Quantities will apply irrespective of the final quantities of the different classes

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and kinds of work actually executed.

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

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Part C2.2: Bill of Quantities
Refer to separate Annexure ...

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Part C3: Scope of Works

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**HLUHLUWE IMFOLOZI PARK: REPLACEMENT OF PERIMETER FENCE
CONTRACT NO: 08/2023**

PART C3: SCOPE OF WORK

C3.1. Description of the Works

- C3.1.1. Contractors Facilities and Utilities
- C3.1.2. Contractors Staff
- C3.1.3. Materials and Consumables
- C3.1.4. Returns and Reports
- C3.1.5. Health and Safety
- C3.1.6 EMP (Environmental Management Plan)
- C3.1.7 Park rules

C3.2. Engineering

- C3.2.1. Designs
- C3.2.2. Drawings

C3.3. Procurement

C3.4. Construction

- C3.4.1. Works specifications

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PART C3: SCOPE OF WORK

C3.1. DESCRIPTION OF THE WORKS

SCOPE OF WORKS

Construction of minimum 40km smart predator proof Group 1 (14- 211-30) fence as specified in the attached specifications and material list.

- Predator proof fence
- Solar electric charging station and reticulation
- Herbicide
- Vegetation clearance
- Smart detection fence facilities

All other associated site works and civil installations.

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

Contractor to comply with all applicable SANS and SABS regulations and legislations including the VPN 20 March 2017.

STRUCTURAL SPECIFICATIONS:

Item	Specification
Fence	<ul style="list-style-type: none">- 1,8m high bonnox/veldspan fence- Minimum 0.5m top - 3 strands barbed, 3 strands live (barbed, live, barbed, live, barbed, live) – earthed on barbed strand.
Posts	<ul style="list-style-type: none">- Intermediate posts: Blue Gum CCA treated poles 3.3m x 150/175mm diameter- Straining box posts: Blue Gum CCA treated poles 3.3m x 150/175mm diameter
Droppers	<ul style="list-style-type: none">- 2.4m x 40mm Blue Gum CCA treated
Electrification	<ul style="list-style-type: none">- 'Stafix' or similar approved cutout switches every 1000m.- Shockbox every 10 km, at least – without detection.- Solar panels with all fittings for the shock box every 10km.
Other:	<ul style="list-style-type: none">- All posts must be at a minimum depth of 500mm- Straining boxes to be set in concrete bases- Straining posts (single posts) every 100m- Intermediate Straining box (double post) every 500m- Main Straining boxes (three posts) every 1km- Droppers to be fixed at least 2m apart

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EZEMVELO KZN WILDLIFE SMART DETECTOR GAME FENCE SPECIFICATIONS

1. GENERAL DESCRIPTION

- 1.1 The length of required game fencing is specified in the document.
- 1.2 The type of fence can generally be described as an smart electrified predator-proof big game fence also complying with veterinarian VPN for containing dangerous game and diseases prevention.
- 1.3 Detail specifications for the fence are compiled for fences with timber posts for humid areas.
- 1.4 All galvanizing to be done to SABS 675.
- 1.5 Timber poles to be ordered in the required lengths and pre-treated with CCA to SANS 10005 and SABS 457. Should cutting of poles however occur, the newly cut ends must be treated to above SABS and SANS requirements.
- 1.6 The boundary should be manually staked out and bush-cleared by the Contractor prior to the commencement of the contract, to a width of at least 2 metres. The fence must be erected on the cleared area, at 1 metre from the side of the bush-clearing facing the inside of the reserve. The usable wood must be retrieved and carted to pre- designated areas while the remaining foliage be gathered in piles and burned under Ezemvelo supervision.
- 1.7 Herbicide type to be used to EKZWN (Ezemvelo KZN Wildlife) approval to be sprayed 500mm wide on both sides of the fence after completion.

2. DETAILED SPECIFICATION

2.1 MAIN STRAINING BOXES

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

- i) every corner, change of direction or bend exceeding 5° change of direction in the fence.
- ii) at intervals of at least 1 000m along straight sections of the fence line;
- iii) at both sides of each gate; and
- iv) at significantly uneven terrain such as at river – and donga crossings and overridges, as will be identified during construction by and at the discretion of Ezemvelo.
- v) All damage to the poles, bolts and nuts must be retreated as per original treatment.

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

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

2.1.2. a) The vertical and horizontal posts used in straining boxes must be CCA treated poles with a minimum diameter of 127mm and at least a 3.5mm wall thickness and at least 3200mm long, bolted together with 13 mm diameter bolts, nuts and washers (all heavy galvanised).



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b) In areas where indicated by Ezemvelo the poles must be sunk to a minimum depth of 800mm below ground level and embedded in 15Mpa concrete with the minimum dimensions of;

- ii) Minimum of 800mm in depth;
- iii) bottom dimensions of 1000mm length in same direction as fence line and 800mm inbreadth; and
- iv) top dimensions of 900mm length in same direction as fence line and 700mm inbreadth; or
- v) any other equitable method deemed as an adequate alternative by Ezemvelo.
- vi) A doubled over diagonal straining (stay) wire ("No.8" [4 mm] wire) should go from the base of the one pole, to the top of the one in the direction in which the tension is pulling.

2.2 INTERMEDIATE STRAINING BOX (Double Posts)

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

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

2.2.3 All damage to the poles, bolts and nuts must be retreated similar to item 2.1.1 (v) after erection of the poles.

2.2.4 a) In areas where indicated by Ezemvelo, the poles must be sunk to a minimum depth of 800mm below ground level and embedded in 15Mpa concrete with the minimum dimensions of:

- i) 800 mm in depth
- ii) bottom dimensions of 1000 mm length in same direction as fence line and 800mm inbreadth; and
- iii) top dimensions of 900mm length in same direction as fence line and 700mm inbreadth; or
- iv) any other equitable method deemed as an adequate alternative by

Ezemvelo
- v) A doubled over diagonal straining (stay) wire ("No.8" [4 mm] wire) should go from the base of the one pole, to the top of the one in the direction in which the tension is pulling.

2.3 STRAINING POSTS (Single Posts)

2.3.1 Straining posts must be erected at intervals of at least every 100m.

2.3.2 a) The straining posts used must be Blue gum CCA treated poles with a minimum diameter of 127mm and at least a 3.5mm wall thickness and at least 3 200mm long.

2.3.2 a) In areas indicated by Ezemvelo the poles must be sunk to a minimum depth of 800mm below ground level and embedded in 10Mpa concrete with the minimum dimensions of:

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- i) 800mm in depth
- ii) bottom dimensions of 800mm x 800mm; and
- iii) top dimensions of 600mm x 600mm; or
- iv) any other equitable method deemed as an adequate alternative by

Ezemvelo

- v) A doubled over diagonal straining (stay) wire ("No.8" [4 mm] wire) should go from the base of the one pole, to the top of the one in the direction in which the tension is pulling.

2.4 STANDARDS AND DROPPERS

- 2.4.1 a) 50 to 75mm diameter blue gum CCA treated droppers at least 2 400mm long. Must be spaced at 3m intervals between the straining posts and boxes.

2.5 FENCE

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

- 2.5.1 a) Heavy galvanised close mesh Bonnox/Field Fence (200mm between vertical stays) approximately 1.8m high) to be erected above the close mesh with 3 strands of barbed wire on top. Minimum of 3 strands of electrified fencing in between barbed wire fence running on offsets off the main fence, facing inwards, running with a minimum of 6000 volts throughout the system to the total height of the fence at 2.3m minimum
- 2.5.2 b) High strain steel wire with diameter not less than 2,24mm.
- 2.5.3 All mesh, cable and wire strands must be tied with 2mm gauge galvanised binding wire, on the Park side of the fence, against poles, posts, standards and droppers with all looseends of bindings pointing outwards.
- 2.5.4 Mark the fence at 1 km intervals with an 80 x 80 x 0.8mm heavy galvanised plate with the distance punched in 20mm high figures and 2x6mm dia holes drilled in top corners prior to galvanising. Attached markers to the cable 1,5m above ground level.

2.6 DONGA, RIVER AND DRAINAGE LINE CROSSINGS

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

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

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2.7 **ELECTRIC FENCING**

2.7.1 For Electric specs refer to Figure 1 and description in 2.7.3. Two lines of barbed wire must run as earths in between top three live lines above bonnox fence. Trip line placed 40cm away from fence base consisting of earth/live sitting at 10cm (earth) and 20cm (live) respectively.

2.7.2 High strain steel wire conductors with a diameter of not less than 2.24mm. Heavy galvanised wire as specified by Ezemvelo. Coastal.

2.7.3 Spacing of Electrics inside fence

1. Short Double Offset (earth/live) placed 20cm above ground
 2. Short single Offset placed 50cm above ground
 3. Short Double Offset (earth/live) placed 95cm above ground
 4. Long single Offset Bracket placed 130cm above ground
 5. Long single Offset Bracket placed 185cm above ground
 6. Single live along top of fence running in nail on insulators
- Spacing of Electrics outside fence

1. Short Double Offset (earth/live) placed 20cm above ground
2. Short single Offset placed 50cm above ground
3. Short Double Offset (earth/live) placed 105cm above ground
4. Long single Offset Bracket placed 185cm above ground
5. Single live along top of fence running in nail on insulators
6. Single live along top of fence running in nail on insulators

Earth/Live trip wire: Earth at 10cm above ground level and live at 20cm above ground level attached to Y standard pegs 500mm long at 10m intervals

At flood gates: Secure Y-standard posts 2.5m apart, at 60° with the ground, standing 1,5m high to the fence posts. String 4 live wires with earth wires in between on top of sloped posts.

All lead out cables from energizer should be buried in PVC piping and one cable per fence wire with no joins in the cable or the pipe underground.

All energizers must be five (5) km intervals and of JVA ZM50 specifications with sector loop monitors.

The detection sectors are to be divided into two hundred (200) meter intervals wired in parallel at beginning and end.

2.7.5 All insulators must be fire resistant and carry a 10-year ultra-violet (UV) guarantee. Large GFT type bobbins to be used.

2.7.6 Straining points of the electrical wires at least every 250 meters with the offset brackets spaced every 10 meters starting one meter from the straining point.

2.7.7 The electric fence to be wired in parallel beginning and end of each sector.

2.7.8 Heavy duty knife edge type cut out switches to be fitted every one kilometer, at gates and flood gates.

2.7.9 Solid zinc line clamps to be used on the coastal areas and hot dipped galvanised line clamps inland.

2.7.10 Only energisers of JVA ZM50 specifications that produce a cyclic wave pulse (Stafix or equal) to Ezemvelo approval to be supplied. The energisers must carry a three-year warranty.

2.7.11 Where solar units are installed, only 96 Amp hr. deep cycle batteries and regulators as well 75W solar panels on corrosion proof stands must be supplied.

2.7.12 The energiser of JVA ZM50 specifications is to power 5k inside and then 5km outside return. (However, see item 2.7.12) The positioning of the energiser will be indicated to the Contractor. Energizer stations to be secured with double earth/live elephant line 6mx6m using 2.24mm high strain steel wire.

2.7.13 The electrified fence to have a minimum output voltage of not less than 6000 volts measured at the end of the fence.

2.7.14 Lightning protection on the fence to be fitted in accordance with Stafix (or



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- equal) specifications.
- 2.7.15 Particular attention to be given to the correct earthing of the unit and fence in accordance with Stafix (or equal) specifications. See Figure 2.
 - 2.7.16 Digital voltmeters to be supplied. Three-year warranty. (Quantity required as per Enquiry Document).
 - 2.7.17 Contractor to supply one "Electric Fence Power Probe" faultfinder to the Park Manager on the project.
 - 2.7.18 Sufficient warning signs to safeguard Ezemvelo against prosecution must be erected by the contractor.
 - 2.7.19 On completion of the contract the Contractor will train the Ezemvelo staff on the basic principles of power fencing and fault finding.

3. EARTHING ON FENCE

- 3.1 Galvanised earth pipes 1,5 m long, diameter 32mm x 2mm dug in every 100m on fence connected to fence with Undergate cable and galvanised line clamps Photos 1 & 2.

Photo:1



Photo: 2



4. EARTHING AT ENERGIZER

- 4.1 12 Earth pipes per energizer site- connected with Undergate cable and led back to energizer

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- 4.2 Earthing can be done in a straight line, in a square around energizer, in the form of a
- 4.3 Cross or multiple earths in the shape of a crow's foot. Earthing must be set up in such a way that the earth pipes are 3 m apart. See Photo: 1 and Fig 2

Photo: 1



Figure: 1

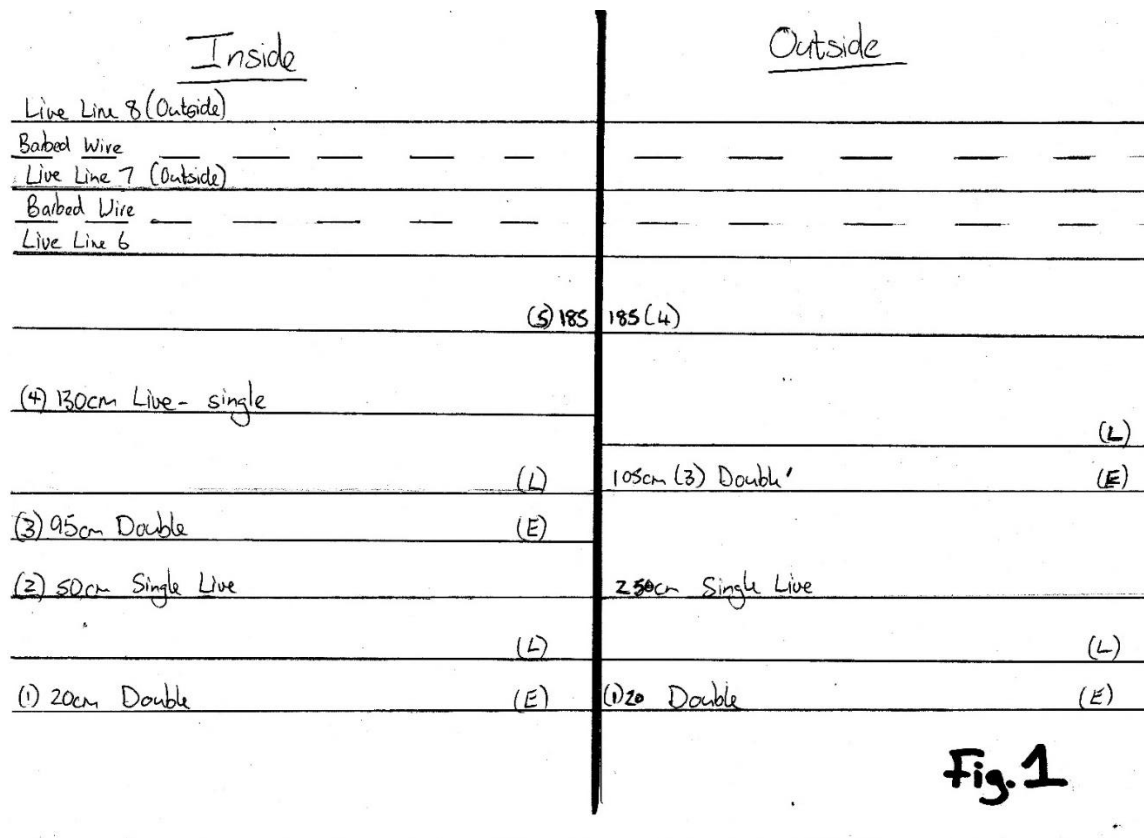


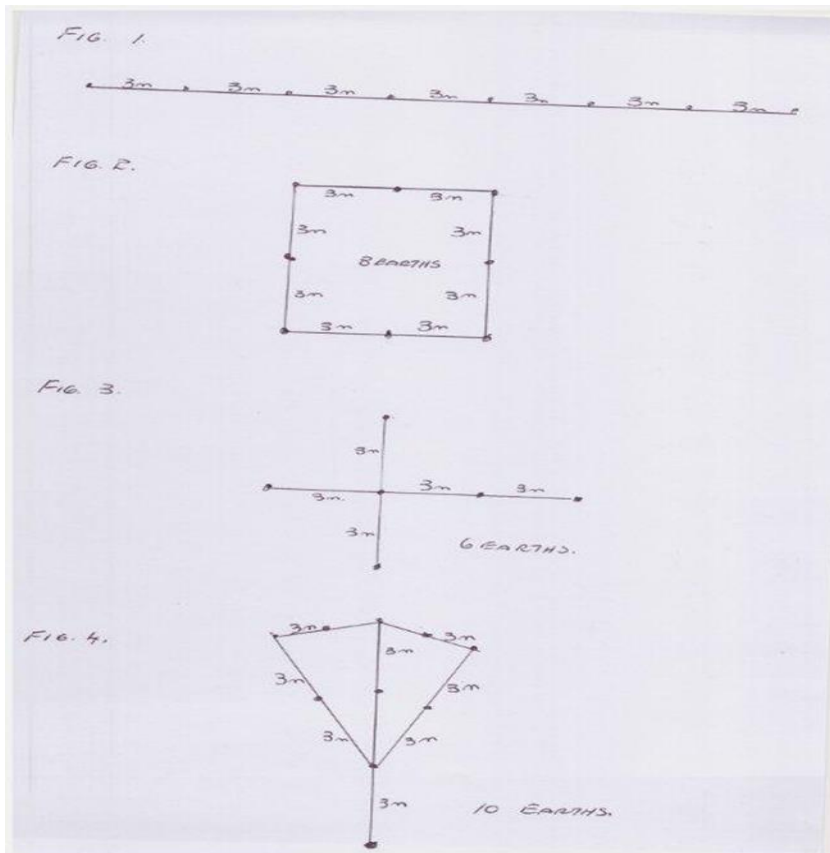
Figure: 2

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C3.1.1 CONTRACTOR'S FACILITIES & UTILITIES

1. The Contractor must use only serviceable plant, equipment, and tools.
2. The Contractor shall, at its own cost, establish a site camp at a location to be agreed with the Authority. For purposes of the Bid it should be assumed that this will be outside of the Park, which shall contain at least the following:
 - a. communication facilities to enable it to remain consistently in contact with its Staff in the Park; and
 - b. an adequate stock of materials and equipment to enable the Service to be completed within the time specified.
3. The Contractor must make its own arrangements concerning the supply of electric power and all other services to its camps and Works. The cost of utilities shall be paid by the Contractor directly to the supplier.
4. All litter must be disposed of by the Contractor at the nearest approved landfill site outside the Park, unless otherwise agreed to in writing by the iSimangaliso Authority.

C3.1.2 CONTRACTOR'S STAFF

1. The Contractor must employ only appropriately qualified and suitably trained employees and must deploy a sufficient number of Staff to achieve the quality standards specified herein.
2. The Contractor must provide competent and effective management and supervision in relation to the work undertaken in execution of the Service.
3. The Contractor will be obliged to utilise the Staff proposed in this bid. If any of these staff-members are unavailable, then they may be replaced by others with similar or better qualifications and experience who have been approved by the iSimangaliso Authority.
4. The Contractor must ensure that, at all times, the Staff employed on the Service:

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- a. are awake, sober and smartly attired in clean, complete uniforms approved by the iSimangaliso Authority;
 - b. are able to communicate politely with Visitors if and when required to interact with them;
 - c. attend and pass the Park orientation course provided by the iSimangaliso Authority.
5. The Contractor must include the following in its contracts of employment and/or human resource policies/disciplinary codes:
- a. immediate suspension for breach of any Park Rules;
 - b. criminal checks and lie-detector tests;
 - c. termination of employment on conviction for a dishonesty- or environmental-related offence.
6. The Contractor may not appoint any person who has been convicted of a dishonesty-related offence or who has been interdicted from entering the Park or issued with a valid eviction notice.
7. The Contractor must give preference to Local Labour in its sourcing of Staff, as required in terms of the Contract Agreement.
8. The Contractor must provide its Staff with water, toilets and first-aid facilities and, where necessary, accommodation. Any Staff accommodation provided by the Contractor will be for its cost, must be provided outside the Park and must comply with all prevailing laws.

C1.1.3 MATERIALS & CONSUMABLES

1. The Contractor must procure and maintain adequate stocks of all materials and consumables necessary for the proper and timeous execution of the Service. All materials must comply with the specifications referred to in this RFP or, where there is no specification for a particular item, the material or consumable in question must be of an appropriate quality and standard, be durable and fit for purpose.
2. The iSimangaliso Authority is deemed to be the owner of all such goods immediately after they are brought into the Park. The iSimangaliso Authority reserves the right on termination of the Contract Agreement to purchase the materials and equipment in stock at cost less wear and tear.
3. The Contractor must properly store, secure and care for all materials and consumables, and must maintain appropriate stock records. The iSimangaliso Authority, or its representative, may order the Contractor to remove any work or materials which it considers defective or environmentally-hazardous, and if the Contractor fails to do so, may itself remove and replace defective work or materials at the Contractor's cost.
4. The stores and stock records referred to above must be available at all times for inspection by the iSimangaliso Authority or its representative.

C3.1.4 RETURNS & REPORTS

1. A daily report must be prepared by the Contractor's staff, in which at least the following is recorded (this report may be in the form of a site diary):
 - a. the date;
 - b. the weather;
 - c. the number of the Contractor's staff working for the day and the locations at which they are working;
 - d. the plant and equipment that is on site, including which items were used (including where each item was used), which were on standby and which were on breakdown (including the reason for the breakdown);
 - e. the day's progress; and
 - f. any other matters requiring management's attention.

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2. The Contractor must submit a monthly written report to the Principal Agent, and a copy thereof to the iSimangaliso Authority, in a format approved by the iSimangaliso Authority, traversing at least the following:
 - a. a summary the daily reports referred to in #1 (the iSimangaliso Authority may call for any other daily reports or detailed reports on specific issues);
 - b. progress reported against the approved programme;
 - c. particulars of any delays encountered or anticipated;
 - d. an inventory of stores and consumables on hand;
 - e. the data pertaining to labour referred to in Appendix D1 and D2; and
 - f. any other information required by Contract.
3. Failure to record and provide these reports may result in delayed payment. No claims will be entertained if payment is delayed due to the late or non-submission of these reports.

C1.1.5 Health & Safety

1. In executing the Service, the Contractor must, at all times, comply with the Health & Safety Specifications refer to annexure attached

C1.1.6 EMP

1. In executing the Service, the Contractor must comply with the EMP refer to attached as well as the Works-specific environmental management plan.

C1.1.7 Park Rules

1. The Contractor must at all times comply with the Park Rules and must ensure that its Staff, suppliers and subcontractors do likewise.

C3.2. ENGINEERING

C3.2.1 Designs

1. All designs were undertaken by the employer and the principal agent.
2. All permanent works or revisions required for construction shall be designed by the employer and his appointed agents / professional team.

C3.2.2 Drawings

1. The drawings included as appendixes to this document are as per the drawing schedule/register and form part of the contract.

C3.3 PROCUREMENT

1. Tenderers are to also note that it is an explicit condition of this tender that all unskilled labourers on the Project are to be employed from the local community. The Contractor shall, in general, maximise the involvement of the local community.
2. The Contractor shall subcontract the local SMME works at the Contractor's tendered rates.
3. The Contractor will be expected to have clearly specified the programme dates to the SMME contractors and these dates are to be included in the contract of agreement between the two parties.
4. The Contractor is to monitor the SMME contractor's progress against the programme and hold progress meetings with the SMME contractors where minutes are to be kept and signed off by both parties.
5. The Contractor is to assess the skills of the SMME contractor and provide the relevant support and training where it is necessary in order for the SMME contractor to complete the works to programme, budget and specification. The Managing Contractor will be expected to provide on-site training to the SMME contractors that will ensure that the

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SMME contractor's staff is suitably trained to execute the works and that they receive sufficient relevant experience on the Project.

6. The Contractor is responsible for safety compliance on the Project and will assist the SMME contractors in all aspects to achieve safety compliance, that will include:
 - a) Assisting the SMME contractors with developing their safety files, legal appointments, etc.
 - b) Assisting the SMME contractors with achieving safety on site.
 - c) Having tool box talks with the SMME contractor's employees on a daily basis.
 - d) Providing all safety equipment and signage.
 - e) Providing safety training where necessary.
7. Contractor is to provide all the necessary equipment for the timeous monitoring and the checking of the quality of works as carried out by the SMME contractors. The Contractor will be expected to monitor the SMME contractor's works for quality compliance and provide all the necessary support to the SMME contractors in order to achieve quality requirements. The Contractor is to ensure that if the SMME contractor's quality of works does not achieve specification the Contractor will assist the SMME contractors to achieve specification and not allow the works to continue until the quality requirements are achieved.
8. The Contractor is to generate monthly reports for the iSimangaliso that includes the following:
 - a) SMME contractor resources on the site, ie supervisors, labour, plant tools and equipment
 - b) SMME contractor progress of works on site.
 - c) SMME contractor quality control on site.
 - d) SMME contractor expenditure on the Project versus target expenditure.
 - e) Copies of minutes of the SMME contractor and Contractor progress meetings.
 - f) Concerns and improvements to be made.
9. The Tenderers are to price the works to achieve full compliance with the above requirements. Failure of the Contractor to achieve these requirements may result in the iSimangaliso enforcing compliance by appointing 3rd parties if necessary to assist and deducting all reasonable costs for achieving compliance from money due to the Contractor.
- 10.
11. Following from the above, the SMME's to be contracted on the Project must be selected from the provided database which is attached on this document contract. The data base includes SMME that are youth, women owned, disabled and ex-combats. The contractor will be expected to give preference to SMME's that comply with all/most of these groups. The following information must be provided by said contractor on the date of tender closure.
 - a) Detailed approach and methodology on the employment of local SMME's
 - b) SMME/s company name/s to be employed on the Project.
 - c) SMME contact persons
 - d) Works to be executed by SMME/s
 - e) Programme (anticipated start, duration and end dates) applicable to the works defined in item 4 above.
 - f) Estimated value of the works identified in item 4 above.
12. iSimangaliso reserves the right to withdraw our acceptance of offer, should the appointed contractor fail to satisfactorily address the above requirements (1 to 6) within 14 days of the commencement date of the contract. Approved documentation will form part of the contract.

C3.4 CONSTRUCTION

C3.4.1 Work Specification

1. Applicable national and international standards

For preambles refer to "General Specification of Materials and Methods used for Building Contracts"

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2. Additional Specification information is attached refer to drawing schedule/register

3. The contractor shall not make any changes to the senior management relative to the agreement without the principal agent's express written approval.
4. Services and Facilities Provided by the Employer:
 - toilets
5. Facilities Provided by the Contractor:
 - The contractor is to provide facilities, necessary to complete the project as specified.
 - The contractor is to provide suitable hoarding to the entire site for the entire duration of the project to meet the Principal Agent's requirements. Including any necessary making good upon completion.
6. Storage and Laboratory Facilities:
 - The contractor is to provide facilities, necessary to complete the project as specified.

7. Other Facilities and Services:
 - The contractor is to provide facilities, necessary to complete the project as specified.
8. Vehicles and Equipment:
 - The contractor is to provide vehicles and equipment necessary to complete the project as specified.
9. Advertising Rights:
 - The contractor may not place any advertising boards or the like on the site or in any public area without the express written permission of the employer.
10. Notice Boards:
 - The contractor must place a contract notice board outside his site camp as specified by the employer.

11. Existing Infrastructure
 - Contractor must include a plan of relocating the existing infrastructure; setting up telecommunications; network; electricity etc. Work plan to include the logistics of working whilst business/work is being done
 - During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions
12. Subcontracting
 - All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Principal Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.
 - The Principal Agent will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.
 - All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Principal Agent will not become involved.

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Part C3.2: Drawings




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LIST OF DRAWINGS

Architectural	Reference	Appendix- Reference (Provided separately in folders)
		1. Architect
Civil Engineering		2. Civil Engineering
Electrical Engineering		3. Electrical Engineering
Specifications		4. Specifications

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ANNEXURES LIST

- A. Environmental Management Programme (EMPr)
- B. Health and Safety Specifications
- C. Health and Safety Contract
- D. Model Preambles of Trade
- E. Park Rules
- F. Bill of Quantity
- G. Drawings

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