



## KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

1 Cedara Road, Pietermaritzburg, 3200

KZN Department of Agriculture & Rural Development, Private Bag X9059, Pietermaritzburg, 3200

Tel: 033 355 9100

### Invitation to Tender – DARD 08/2025

#### KwaZulu-Natal– DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Suitable and capable service providers are invited to bid for the **Appointment of a Specialist Outdoor Sport courts Builder for the Construction of a Double Netball/Volleyball Combi court and Ancillary Works at Cedara**

#### Department reserves the right to:

- (i) To accept part of a tender rather than the whole tender.
- (ii) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- (iii) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- (iv) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- (v) The department publishes all awards on departmental website, thereafter, publishes the award on e-tender portal after receiving an acceptance from the successful bidder.
- (vi) Bidders are urged to visit [www.kzndard.gov.za/tenders/videos-supplierdevelopment](http://www.kzndard.gov.za/tenders/videos-supplierdevelopment) for ease of completing the bid document.

#### Contact Details for Enquiries

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

**Administrative:** Ms. Nompumelelo Dladla Tel. No. 033 355 9369/ [nompumelelo.dladla@kzndard.gov.za](mailto:nompumelelo.dladla@kzndard.gov.za) and

**Technical:** Mr. Mxolisi Hlophe Tel: 076 941 2683/Mr. Teklit Onkay Tel: 082 330 3647 and Ms. S Mchunu Tel. 066 286 9281

#### **Compulsory Briefing Session:**

Date : **30 July 2025**

Time : **10:00am**

Venue: **Cedara College: Site Coordinates: 29°32'43.13" S 30°15'56.85" E.**

**The closing date and time for receipt of Tenders is 14 August 2025 at 11h00.** Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

**NB. Tender documents must be deposited at: Department of Agriculture and Rural Development, 1 Cedara Road, Cedara 3200, Supply Chain Management Bid Box**

**KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS**

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**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>DARD 08/2025</b>	CLOSING DATE:	<b>14 August 2025</b>	CLOSING TIME:	<b>11h00</b>
DESCRIPTION	<b>Appointment of a Specialist Outdoor Sport Courts Builder for the Construction of a Double Netball/Volleyball Combi court and Ancillary Works at Cedara</b>				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Nompumelelo Dladla</b>		CONTACT PERSON	<b>Mr Hlophe &amp; Mr Onkay</b>	
TELEPHONE NUMBER	<b>033 355 9369</b>		TELEPHONE NUMBER	<b>Tel. 076 941 2683 &amp; 082 330 3647</b>	
FACSIMILE NUMBER	<b>n/a</b>		FACSIMILE NUMBER	<b>n/a</b>	
E-MAIL ADDRESS	<b>nompumelelo.dladla@kzndard.gov.za</b>		E-MAIL ADDRESS	<b>Mxolisi.hlophe@kzndard.gov.za Teklit.onkay@kzndard.gov.za</b>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>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.</b>					

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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: .....

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

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

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

## SECTION B

### REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

**SECTION C**  
**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE**  
(To be completed by bidder)

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

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

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

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

**DATE:** .....

**PART C**

**PRICING SCHEDULE**

(Goods/Service/Work)

NAME OF BIDDER: .....

CLOSING TIME: **11h00**

CLOSING DATE: **14/08/2025**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
<b>DARD 08/2025</b>	<b>Appointment of a Specialist Outdoor Sport courts Builder for the Construction of a Double Netball/Volleyball Combi court and Ancillary Works at Cedara</b>	

**Amount in Words:**

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

Official Company Stamp

\_\_\_\_\_  
**Signature**



## SECTION D

SBD 3.1

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....  Closing Time 11:00	Bid number.....  Closing date.....
---	--

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
<b>SUB-TOTAL</b>				
<b>VAT AT 15%</b>				
<b>GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)</b>				

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

\*Delete if not applic

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

- 
- Required by:.....
  - At:.....
  - Brand and model:.....
  - Country of origin:.....
  - Does the offer comply with the specification(s)? \*YES/NO
  - If not to specification, indicate deviation(s) .....
  - Period required for delivery.....
  - Delivery: \*Firm/not firm

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

## PRICE ADJUSTMENTS

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.  
 (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**  
 D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.  
 R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).  
 R1o, R2o = Index figure at time of bidding.  
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P      PERCENTAGE OF BID PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**PRICING SCHEDULE**  
(Professional Services)

Name of bidder..... Closing Time 11:00	Bid number.....  Closing date.....
---	--

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)

- The accompanying information must be used for the formulation of proposals
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
- PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

R.....

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	.....
.....	R.....	days
.....	R.....	days
.....	R.....	days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R .....
.....	.....	.....	R .....
.....	.....	.....	R .....
.....	.....	.....	R .....
.....	.....	.....	R .....

TOTAL: R.....

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R .....
.....	.....	.....	R .....
.....	.....	.....	R .....
.....	.....	.....	R .....
.....	.....	.....	R .....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

\*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

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

**\*[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

## SECTION D

## BIDDER'S DISCLOSURE

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,  
employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....  
 .....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
 .....

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

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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

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



## SECTION E

### 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 **80/20** preference point system.
- (b) **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**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

#### 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
An EME or QSE entity which is at least 100 % Black owned	10	
An EME or QSE entity which is owned by at least 51% black people with disabilities	10	
<b>TOTAL</b>	<b>20</b>	

#### 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:**

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

**EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>I. before 27 April 1994; or</p> <p>II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
<b>Definition of "Black Designated Groups"</b>	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_ % Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended

Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

• Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = \_\_\_\_\_%
- Black Disabled % = \_\_\_\_\_%
- Black Unemployed % = \_\_\_\_\_%
- Black People living in Rural areas % = \_\_\_\_\_%
- Black Military Veterans % = \_\_\_\_\_%

• Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

• Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

<b>Stamp</b>

\_\_\_\_\_  
**Signature of Commissioner of Oaths**

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**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE**

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I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalisation- III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
<b>Definition of “Black Designated Groups”</b>	“Black Designated Groups means: (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:
  - The Enterprise is \_\_\_\_\_% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good

Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is \_\_\_\_\_% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
  - Black Youth % = \_\_\_\_\_%
  - Black Disabled % = \_\_\_\_\_%
  - Black Unemployed % = \_\_\_\_\_%
  - Black People living in Rural areas % = \_\_\_\_\_%
  - Black Military Veterans % = \_\_\_\_\_%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At Least 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

<b>Stamp</b>

\_\_\_\_\_  
**Signature of Commissioner of Oaths**



## CONTRACT FORM – GOODS/WORKS

**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;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - 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 .....

CONTRACT FORM – GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
- An official order indicating service delivery instructions is forthcoming.
- 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	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES  
  
 1 .....  
  
 2 .....  
  
 DATE: .....

## **SECTION G**

### **GENERAL CONDITIONS OF CONTRACT**

#### **i. Definitions**

The following terms shall be interpreted as indicated:

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

- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**ii. Application**

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

**iii. General**

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

**iv. Standards**

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

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

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

**vi. Patent rights**

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

**7. Performance security**

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

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

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

## **9. Packing**

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

## **2. Delivery and documents**

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

## **3. Insurance**

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

## **4. Transportation**

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

## **5. Incidental Services**

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

## **6. Spare parts**

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

## **7. Warranty**

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

have against the supplier under the contract.

**8. Payment**

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

**9. Prices**

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

**10. Contract amendments**

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

**11. Assignment**

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

**12. Subcontracts**

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

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

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

**14. Penalties**

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

**15. Termination for default**

- a. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- b. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- c. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

d. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- e. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- a. the name and address of the supplier and / or person restricted by the purchaser;
- b. the date of commencement of the restriction
- c. the period of restriction; and
- d. the reasons for the restriction.

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

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

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

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

## **17. Force Majeure**

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

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

## **18. Termination for insolvency**

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

## **19. Settlement of Disputes**

- a. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the



contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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

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

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

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

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

## **20. Limitation of liability**

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

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

## **21. Governing language**

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

## **22. Applicable law**

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

## **23. Notices**

- a. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- b. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **24. Taxes and duties**

- a. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- c. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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

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

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

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

## SECTION H

### SPECIAL CONDITIONS OF CONTRACT

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

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. **CONTRACT PERIOD**

Five (05) Months

2. **EVALUATION CRITERIA**

There are three stages in the selection process, namely,

- a) Stage one: Administrative Compliance
- b) Stage two: Functionality Criteria
- c) Stage three: Price and specific goal

Ensuring that bids comply with administrative Compliance and the price and specific goal.

2.1. **Stage 1 - Administrative Compliance**

Check and verify compliance with the submission and completion of compulsory bid documents.

Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

2.2 **Preferential Point Evaluation**

This bid will be evaluated using the 80/20 preference point system.

3. **BID APPEAL TRIBUNAL**

**BAT finds its establishment in Treasury Regulation 16A9.3 and Section 18(1) of the KwaZulu-Natal Supply Chain Management Policy Framework. Treasury Regulation 16A9.3 empowers the National and Provincial Treasury to establish a mechanism to consider complaints and make recommendations for remedial actions to be taken the non-compliance with the norms and standards. Section 18(1) of the KZN SCM Policy Framework empowers the MEC for Finance to establish an independent and impartial Bid Appeals Tribunal. In line with Paragraph 19 of the KZN SCM Policy Framework of 2006 the following procedure must be followed to lodge an appeal:**

- 3.1 The Department will publish the award on the Departmental website and send out notifications of non- award to disqualified bidders.
- 3.2 Any appeals lodged in terms of the provisions of the KZN Supply Chain Management policy must be submitted within 5 working days of the award of this bid as advertised in the Departmental Website.
- 3.3 If five (5) working days of receipt of the notification of award lapses, no appeals will be considered after the award information has been published on the E-Tender portal.
- 3.4 The bidder may, together with the notification of intention to appeal under paragraph (2) of the KZN SCM Policy Framework, deliver a request for written reasons for the award of the said bid.
- 3.5 The Bid Adjudication Committee or a delegate of an accounting officer must deliver to the appellant the written reasons requested under paragraph (3) of the KZN SCM Policy Framework within ten working days.

- 3.6 The appellant must, within ten working days of receipt of the written reasons delivered under paragraph (4) of the KZN SCM Policy Framework, or, failing a request for written reasons under paragraph (3) of the KZN SCM Policy Framework, within ten working days of giving notice under paragraph (2) of the KZN SCM Policy Framework, submit written representations to the Bid Appeals Tribunal, indicating sufficiently and without unnecessary elaboration the grounds and basis of the appeal and the nature of the complaint.
- 3.7 Upon receipt of a notice of intention to appeal, the Bid Appeals Tribunal must notify other bidders who may be adversely affected by the appeal, in writing of the appeal and invite them to respond within five working days.

**The address provided for the lodging of appeals is:**

**Email:** [Batsecretariat@kzntreasury.gov.za](mailto:Batsecretariat@kzntreasury.gov.za)

**The Chairperson  
Bid Appeals Tribunal  
Private Bag X9082  
Pietermaritzburg  
3200**

## SECTION I

### AUTHORITY TO SIGN A BID

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

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

**I/We, the undersigned, being the Member(s) of**

**Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium),**

**in the enterprise trading as:**

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

NAME	ADDRESS	SIGNATURE	DATE

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

**Note:**

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

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

**SECTION J**  
**TERMS OF REFERENCE**

**1. BACKGROUND**

- 1.1. Cedara College of Agriculture is a tertiary institution offering a Diploma and various other learning programmes. There are currently 170 students enrolled at the College. The College has a variety of extra-curricular activities among which are netball and volleyball. The current netball court has no facilities at all and the College is planning to build a new combi court at the sport complex.

**2. OBJECTIVES**

- 2.1. To appoint a service provider extensively experienced and/or specialized in the construction of outdoor sport-courts for the construction of a double combi court for netball and volleyball surface, as well as for the installation of surface and subsurface drainage works.
- 2.2. To ensure the expertly and timely realization of a cost-effective installation of the combi-court as well as ancillary works for Cedara Agricultural College.

**3. SCOPE OF SERVICES**

- 3.1. The contract covers the construction of a fenced double combi court suitable for netball and volleyball matches.
- 3.2. Supply and installation of sport equipment.
- 3.3. Installation of sub surface drainage works.
- 3.4. Clearing out and re-shaping of the surface drain adjacent to the court footprint.
- 3.5. Clearing and cutting of vegetation on the adjacent embankment.
- 3.6. Re-grassing of the area next to the court footprint.

**4. PROJECT LOCATION**

- 4.1. The works are to be done at the sports grounds on Cedara Farm in Hilton, Umngeni Local Municipality.
- 4.2. Site Coordinates: 29°32'43.13" S 30°15'56.85" E.

The South African Institute of Consulting Engineers' (SAICE) General Conditions of Contract (GCC third version of 2015) as amended below apply in this construction contract.

## KEY

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- **Text sections below that are in italics** are amendments to the standard GCC 2015 clauses and effectively constitute Special Terms and Conditions (STC) for this Contract.
- **Headers with an \*asterisk\* before and after them** are of clauses that have been removed.
- **Underlined double asterisks \*\*** indicate that text parts that were removed.
- **Additional Special Conditions can be found in the C section**, Special Terms and Conditions.
- Where an issue is covered by both the GCC and the STC, the latter will hold precedent over the former.

## 1. GENERAL

### 1.1 Definitions

1.1.1 In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- 1.1.1.1 **Agreed** means agreed by the Employer and the Contractor, unless specifically stated otherwise.
  - 1.1.1.2 **Bill of Quantities** means the document so designated in the Pricing Data, if any.
  - 1.1.1.3 **Central Suppliers Database (CSD)** means the list of accredited prospective providers available on National Treasury CSD System in terms of Regulation 14 of the Supply Chain Management Regulations.
  - 1.1.1.4 **Certificate of Completion** means the certificate issued by the Employer's Agent stating the date on which completion was achieved.
  - 1.1.1.5 **Certificate of Practical Completion** means the certificate issued by the Employer's Agent stating the date on which Practical Completion was achieved.
  - 1.1.1.6 **Commencement Date of the contract** means the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect, *which will in most cases be the date of the signing of the SLA by the Contractor.*
  - 1.1.1.7 **Construction Equipment** means all appliances or things of whatsoever nature required for carrying out, completing or correcting defects in the Works, but does not include materials, Plant or other things that are part of, or intended to form part of the Permanent Works.
  - 1.1.1.8 **Contract** means the documentation of the agreement between the parties in terms of the Form of Offer and Acceptance, and such written amendments or additions to the Contract as may be agreed to between the parties.
  - 1.1.1.9 **Contract Data** means the document that sets out the specific data which, together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.
  - 1.1.1.10 **Contractor** means the person named in the Contract Data whose offer has been accepted in the Form of Offer and Acceptance and the legal successors in title of this person.
  - 1.1.1.11 **Contract Price** means the Contract Sum subject to such addition thereto or deduction therefrom as may be made from time to time under the provisions of the Contract.
- Commencement Date of the Contract

- 1.1.1.12 **Contract Sum** means the accepted amount provided for in the agreement made in terms of the Form of Offer and Acceptance.
- 1.1.1.13 **Day** shall mean a calendar day.
- 1.1.1.14 **Defects Liability Period** means the period stated in the Contract Data, if any commencing from the issue of the Certificate of Completion or Certificates of Completion in the event of more than one Certificate of Completion having been issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract.
- 1.1.1.15 **Due Completion Date** means the date of expiry of the time stated in the Contract Data for achieving Practical Completion of the Works, calculated from the Commencement Date and as adjusted by such extensions of time or acceleration as may be allowed in terms of Contract.
- 1.1.1.16 **Employer** means the person for whom the Works are to be carried out and who is named as the Employer in the Contract Data, and the legal successors in title of this person.
- 1.1.1.17 **Employer's Agent** means the person named as the Employer's Agent in the Contract Data or any other person appointed from time to time by the Employer and of whom the Contractor is notified, in writing, to act as Employer's Agent for the purposes of the Contract as substitute for the Employer's Agent so named.
- 1.1.1.18 **Employer's Agent's Representative** means the natural person appointed from time to time by the Employer's Agent in terms of the Contract.
- 1.1.1.19 **Final Approval Certificate** means the certificate issued by the Employer's Agent stating the date on which the Works were completed and all defects corrected in accordance with the Contract.
- 1.1.1.20 **Fixed Price Contract** means the Contractor is paid the Contract Sum for carrying out the Works subject to adjustments in accordance with the Contract.
- 1.1.1.21 **Form of Offer and Acceptance** means the document that formalises the legal process of offer and acceptance and gives rise to the Contract.
- 1.1.1.22 **General Items** means items stipulated in the Pricing Data relating to general obligations, site services, facilities, and/or items that cover elements of the cost of the work which are not considered as proportional to the costs of the Permanent Works.
- 1.1.1.23 **Permanent Works** means the permanent works to be designed (if required) constructed and/or provided in accordance with the Contract.
- 1.1.1.24 **Plant** means machinery, apparatus, articles and things of all kind that become part of the Permanent Works to be provided in accordance with the Contract.
- 1.1.1.25 **Practical Completion** means that the whole or portion of the Works has reached a state of readiness, fit for the intended purpose, and occupation without danger or undue inconvenience to the Employer, even though some work may be outstanding.
- 1.1.1.26 **Pricing Data** means the document that sets out the Pricing Strategy and provides the criteria and assumptions which it will be assumed in the Contract were taken into account by the Contractor when developing the Contract Sum.
- 1.1.1.27 **Pricing Strategy** means the strategy stated in the Contract Data which is adopted to secure prices and to remunerate the Contractor in terms of the Contract.
- 1.1.1.28 **Re-measurement Contract** means the Contractor is paid an amount determined from the actual quantities of work completed multiplied by the rates or prices for such work subject to adjustments in accordance with the Contract.
- 1.1.1.29 **Scope of Work** means the document that specifies and describes the Works which are to be provided, and any other requirements and constraints relating to the manner in which the work is to be carried out.
- 1.1.1.30 **Site** means the land and other places made available by the Employer, for the purposes of the Contract, on, under, over, in or through which the Works are to be carried out.

- 1.1.1.31 **Site Information** means the document that describes the Site as at the time of tender to enable the tenderer to price the tender and to decide upon the method of work and the program
- 1.1.1.32 **Supplementary Agreement** means an additional contract between the Employer and the Contractor for carrying out work, supplemental to the original Contract, which does not meet the requirements to be carried out by a Variation Order in terms of Clause 6.3.1.
- 1.1.1.33 **Temporary Works** means the temporary works required for or in connection with carrying out the Permanent Works and shall include items which are not intended to be permanent or to form part of the Permanent Works.
- 1.1.1.34 **Works** means the Permanent Works together with such Temporary Works as may be necessary for carrying out the Works.
- 1.1.1.35 **Writing** means any hand-written typed or printed communication (comprising words, figures or drawings) including facsimiles, electronic communication or any similar communication resulting in a permanent record. "In writing" and "written" shall have corresponding meanings.

## 1.2 Interpretations

### 1.2.1 Delivery of Notices

- 1.2.1 Any written communication between the parties shall have been duly delivered if:
- 1.2.1.1 Handed to the addressee or to his duly authorised agent, or
- 1.2.1.2 Delivered at the address of the addressee as stated in the Contract Data; provided that the Employer, Employer's Agent and Contractor shall be entitled, by written notice to each other, to change their said addresses.

### 1.2.2 Extent of indemnification

- 1.2.2.1 In respect of any indemnification against liability to third parties given by either party to the other, the proceedings, damages, costs, charges and expenses in relation thereto or arising therefrom.

### 1.2.3 Authority of representatives

- 1.2.3 The common or statute law shall determine whether any person acting or purporting to act on behalf of the Employer, Employer's Agent or Contractor is duly authorised, save to the extent that a party shall, by written notice to each of the others, designate a person or the holder of any office, to the exclusion of another person or holder of office, to have such authority, or to limit in any way, or terminate the authority of such designated person or holder of office.

### 1.2.4. Singular and plural, masculine and feminine, marginal notes

- 1.2.4 Where the context requires:
- 1.2.4.1 Words importing the singular also include the plural and vice versa,
- 1.2.4.2 Words importing the masculine gender also include the feminine and the neuter.
- 1.2.5 The marginal notes or headings in these General Conditions shall not form part of the Contract.

## 1.3 General provisions

### 1.3.1 Concessions not to constitute a waiver

- 1.3.1 No grant by the Employer or the Contractor to the other of any concession, waiver, condonation or allowance shall, in respect of any specific event or circumstance other than that in respect of which the grant was made, constitute a waiver of the rights of the grantor in terms of the Contract or an estoppel of the grantor's right to enforce the provisions of the Contract.



### **1.3.2 Governing law**

- 1.3.2 The law which is to apply to the Contract, and according to which the Contract is to be interpreted, shall be the law of the Republic of South Africa, unless otherwise stated in the Contract Data.

### **1.3.3 Language**

- 1.3.3 The language of the Contract and of written communications shall be English, unless otherwise stated in the Contract Data.

### **1.3.4 Supplementary Agreement**

- 1.3.4 In the event that the Contractor and the Employer conclude a Supplementary Agreement, the additional shall not be taken to be a variation or addition under Clause 6.3, but to be a separate contract. The value of Clause 6.11, not be taken into account for this Contract, but it shall be taken into account for the separate supplementary agreement.

### **1.3.5 Contractor's copyright**

- 1.3.5 Except where otherwise stated in the Contract, the Contractor shall retain the copyright and other intellectual property rights in documents supplied to the Employer or Employer's Agent under the Contract. The Contractor shall legally be deemed to have given the Employer a non-terminable, transferable, non-exclusive, royalty-free license to copy, use and communicate the Contractor's documents, including making and using modifications of such documents for the purposes of further work required to the Works.

### **1.3.6 Employer's copyright**

- 1.3.6 Except where otherwise stated in the Contract, the Employer shall retain the copyright and other intellectual property rights in documents supplied to the Contractor under the Contract.  
The Employer shall legally be deemed to have given the Contractor a non-terminable, transferable, non-exclusive, royalty-free license to copy, use and communicate the Employer's documents for the purposes of the Contract.

## **2. BASIS OF CONTRACT**

### **2.1 Available data and information**

#### **2.1.1 Available data**

- 2.1.1 The Employer shall have made available to the Contractor, as part of or by reference in the Site Information, data relevant to the Works obtained by or on behalf of the Employer, but the Contractor shall be responsible for his own interpretation thereof and deductions therefrom.

#### **2.1.2 Inspection of the site**

- 2.1.2 The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have studied all available information pertaining thereto before submitting his tender (as far as is practicable). The Contractor shall thus be considered knowledgeable in respect of:
- 2.1.2.1 The form and nature of the Site and its surroundings.
  - 2.1.2.2 Environmental, hydrological and climatic conditions.
  - 2.1.2.3 The extent and nature of the work and materials required for carrying out and completion of the Works.
  - 2.1.2.4 The means of access to the Site and the accommodation he may require.
  - 2.1.2.5 The design of the Works and site conditions insofar as they affect carrying out the Works with regard to health, safety and the environment.

#### **2.1.3 Obtaining information**

- 2.1.3 The Contractor shall, in general, be deemed to have obtained all available information on risks, contingencies and all other circumstances which may influence or affect the Works (as far as is practicable).

### **2.2 Adverse physical conditions**

#### **2.2.1 Adverse physical conditions**

- 2.2.1 If, while carrying out the Works, the Contractor shall encounter adverse physical conditions (other than weather conditions at the Site or the direct consequences of those particular weather conditions) or artificial obstructions, which conditions or obstructions could not have been reasonably foreseen by an experienced contractor at the time of submitting his tender, and the Contractor is of the opinion that additional work will be necessary which would not have been necessary if the particular physical conditions or artificial obstructions had not been encountered, he shall give notice to the Employer's Agent in writing as soon as he becomes aware of the conditions or obstructions aforesaid, stating:
- 2.2.1.1 The nature and extent of the physical conditions and artificial obstructions encountered, and
  - 2.2.1.2 The additional work required by reason thereof.

#### **2.2.2 Further notices**

- 2.2.2 Should additional or more extensive adverse physical conditions or artificial obstructions within the meaning of Clause 2.2.1 be encountered by the Contractor, he shall give further notices thereof in terms of Clause 2.2.1.

#### **2.2.3 Contractor to carry out additional work**

- 2.2.3 After being given approval by the Employer's Agent, the Contractor shall carry out the additional work proposed in the notice or notices under Clauses 2.2.1 and 2.2.2 without limiting the right of the Employer's Agent to order a suspension of work in terms of Clause 5.11.2 or a variation in terms of Clause 6.3.

#### **2.2.4 Contractor's right to claim**

- 2.2.4.1 If the Contractor has duly given the notice referred to in either Clauses 2.2.1 or 2.2.2, he shall be entitled, in respect of the delay to Practical Completion and/or to proven additional cost, to make a claim in accordance with Clause 10.1, provided that the (1) cost and (2) time of all work done by the Contractor **prior to** giving the notice or notices in terms of Clauses 2.2.1 and 2.2.2 shall be regarded as (1) covered by the rates and/or prices as set out in the Pricing Data and (2) the time stated in the Contract Data relating to Clause 1.1.1.14.
- 2.2.4.2 *In addition, the total of the additional works should not exceed the balance of the Contingencies or, if applicable, the approved Variation Order amount.*

### **2.3 Technical data**

#### **2.3.1 Technical data**

- 2.3.1 The Contractor shall legally be deemed to have based his tender on the technical data provided in the Contract. If, in the performance of the Contract, any circumstances shall differ from the said technical data that delay Practical Completion and/or brings about proven additional cost, the Contractor *can, in consultation with the Employer's Agent*, make a claim in accordance with Clause 10.1.2.
- 2.3.2 *An estimate of the costs of the additional work, if possible on the basis of his rates as per the Pricing data and/or quotes from suppliers. The costs shall not exceed the balance of the Contingencies allocation for the project, unless permission for a Variation Order has been granted before the additional work has been approved. The Employer's Agent will subsequently take a decision whether the additional work will be warranted, and will communicate that decision to the Contractor.*

### **2.4 Ambiguity or discrepancy**

#### **2.4.1 Ambiguity and discrepancy**

- 2.4.1 If an ambiguity in or discrepancy between the documents is found, *the Contractor shall bring this to the attention of the Employer's Agent, who shall provide the necessary clarification or instruction.*

#### **2.4.2 Additional cost due to ambiguity**

- 2.4.2 If compliance with any such instruction shall result in delay to Practical Completion and/or the incurrence of proven additional cost the Contractor *can, in consultation with the Employer's Agent*, make a claim in accordance with Clause 10.1.

### **2.5 Assignment**

#### **2.5.1 Assignment**

- 2.5.1 Neither the Contractor nor the Employer shall, without the written consent of the other, assign the Contract or any part thereof, or any obligation under the Contract, or cede any right or benefit thereunder.

## **3. EMPLOYER'S AGENT**

#### **3.1.1 Professional background of Employer's Agent**

- 3.1.1 The natural person acting, or purporting to act, as the Employer's Agent shall be *an Engineering professional in the Agricultural and/or Civil Engineering field that is appropriate for the Scope of Work.*

#### **3.2.1 Functions of the Employer's Agent**

3.2.1 The function of the Employer's Agent is to administer the Contract as agent of the Employer, in accordance with the provisions of the Contract.

### **3.2.2 Employer's Agent to consult with the Contractor and Employer**

3.2.2 Whenever the Employer's Agent intends, in terms of the Contract, to exercise any discretion or make or issue any ruling, contract interpretation or price determination, he shall first consult with the Contractor and the Employer in an attempt to reach agreement. Failing agreement, the Employer's Agent shall act impartially and make a decision in accordance with the Contract, taking into account all relevant facts and circumstances.

### **3.2.3 \*Specific approval of the Employer required\***

### **3.2.4 Employer's agent for health and safety**

3.2.4 The Employer may, by written notice to the Contractor and the Employer's Agent, authorise an agent to act as his representative relating to responsibilities imposed by the Occupational Health and Safety Act on the Employer. Such an agent, if not the Employer's Agent, shall be responsible to the Employer's Agent in terms of these Conditions of Contract.

## **3.3 Employer's Agent's Representative**

### **3.3.1 Nomination Employer's Agent's Representative**

3.3.1 The Employer's Agent shall be entitled, *but not without giving prior notice* to the Contractor, to appoint a person as Employer's Agent's Representative and shall have the power *once again, not without notifying the Contractor*, from time to time to terminate or change such appointment.

### **3.3.2 Authority of Employer's Agent's Representative**

3.3.2 The Employer's Agent's Representative shall:

3.3.2.1 Observe how the Works are carried out, examine and test materials and workmanship, and receive from the Contractor such information as he shall reasonably require.

3.3.2.2 Have the authority:

3.3.2.2.1 Assigned to him by any provisions of the Contract,

3.3.2.2.2 Assigned to him by the Employer's Agent in terms of Clause 3.3.4,

3.3.2.2.3 To deliver to the Contractor oral or written communications from the Employer's Agent, and

3.3.2.2.4 To receive, on behalf of the Employer's Agent, oral or written communications from the Contractor.

### **3.3.3 Limitations of the authority of Employer's Agent's Representative**

3.3.3 <sup>\*\*</sup> The powers and authority of the Employer's Agent's Representative shall be subject to the following conditions:

3.3.3.1 He shall have no authority to relieve the Contractor of any of his obligations under the Contract and, unless he is authorised thereto in terms of Clause 3.3.4, he shall have no authority to order any work involving delay or any additional payment by the Employer, or to affect any variation of or in the Works;

3.3.3.2 Failure by the Employer's Agent's Representative to disapprove of any work, workmanship or materials shall not prejudice the power of the Employer's Agent thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect thereof.

### **3.3.3 Contractor's right to refer to Employer's Agent**

3.3.3.1 If the Contractor is dissatisfied with any order or instruction of the Employer's Agent's Representative, or any other person appointed by the Employer's Agent to act on his

behalf, he shall be entitled to refer the matter to the Employer's Agent who shall promptly confirm, reverse or vary such order or instruction.

## **4. CONTRACTOR'S GENERAL OBLIGATIONS**

### **4.1 Extent of obligations and liability**

#### **4.1.1 Extent of Contractor's obligations**

4.1.1 The Contractor shall, save insofar as it is legally or physically impossible, design (to the extent provided in the Contract), carry out and complete the Works and remedy any defects therein in accordance with the provisions of the Contract.

#### **4.1.2 Contractor's liability for own design errors**

4.1.2 Where the Contract expressly provides that the Permanent Works, or part of the Permanent Works shall be designed by the Contractor, he shall, notwithstanding approval by the Employer's Agent, be liable for any error or deficiency in any drawing or document supplied by him for that part of the Works, and for any loss or damage arising out of such error or deficiency.

### **4.2 Employer's Agent's instructions**

#### **4.2.1 Works to comply with Employer's Agent's instructions**

4.2.1 The Contractor shall, in carrying out his aforesaid obligations, comply with the Employer's Agent's instructions on all matters relating to the Works.

#### **4.2.2 Instructions from Employer's Agent only**

4.2.2.1 The Contractor shall only take instructions only from the Employer's Agent, the Employer's Agent's Representative or a person duly authorised by the Employer's Agent's in terms of Clause 3.3.4.

4.2.2.2 *No instructions should be taken from the beneficiaries themselves without these being approved by the Employer's Agent. Should the Employer's Agent find that works were executed or items were purchased that he could not approve of and was not consulted about on instruction of other persons than the ones listed under 4.2.2.1, he is entitled to instruct the contractor to correct the disputed works at his own costs.*

### **4.3 Legal provisions**

#### **4.3.1 Compliance with applicable laws**

4.3.1 The Contractor shall, in fulfilling the Contract, comply with all applicable laws, regulations, statutory provisions and agreements, and shall, at the request of the Employer's Agent, provide proof that he has complied therewith.

#### **4.3.2 Proof of good standing**

4.3.2 If required, the Contractor shall provide proof to the Employer's Agent that the Contractor is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract.

### **4.4 Subcontracting**

#### **4.4.1 Subcontracting whole contract**

4.4.1 The Contractor shall not subcontract the whole Contract.

#### **4.4.2 Subcontractor to be approved**

- 4.4.2 (1) *The Department reserves the right to negotiate with the contractor the use of a subcontractor if it is felt that the subcontractor nominated by the Contractor is likely to be unable to successfully implement the proposed works*  
(2) *The Contractor is to complete the relevant section (if present) in the procurement document that solicits the name and contact details of subcontractors.*

#### **4.4.3 Liability for subcontractors**

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

#### **4.4.4 Selection of subcontractors in consultation with Employer**

- 4.4.4 The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure set out in the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of Clause 4.4.3.

#### **4.4.5 Contractor's liability unaffected by selection of subcontractors**

- 4.4.5 Any appointment of a subcontractor <sup>\*\*</sup> shall not amount to a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract.

### **4.5 Notices and Fees**

#### **4.5.1 Giving notices and payment of fees**

- 4.5.1 The Contractor:
- 4.5.1.1 Shall in the execution of the Works comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of:
- 4.5.1.1.1 Any Act of Parliament, Ordinance, Regulation or By-law of any local or other statutory authority, and
- 4.5.1.1.2 Conditions imposed by any other body or person stated in the Scope of Work.
- 4.5.1.2 Indemnifies the Employer against any liability for any breach of the provisions of Clause 4.5.1.1.

#### **4.5.2 Employer's responsibility for approval**

- 4.5.2 *Unless specified otherwise in the procurement document*, the Employer shall be responsible for obtaining any planning approval required in respect of the Permanent Works and in respect of Temporary Works, which are specified or designed by the Employer's Agent.

#### **4.5.3 Contractor's responsibility for consents**

- 4.5.3 *Unless specified otherwise in the procurement document*, the Contractor shall be responsible for obtaining all requisite consent, permission and permits for the execution of the Works arising from the provisions referred to in Clause 4.5.1.1 and arising from the approvals referred to in Clause 4.5.2

#### **4.5.4 Contractor to be compensated**

- 4.5.4 The Employer shall refund to the Contractor all such sums as the Employer's Agent shall certify as justly payable and paid by the Contractor in compliance with the aforesaid provisions of this Clause, unless the necessity for such payment was identified in the Pricing Data or such sums are payable by the Contractor in the ordinary course of his business.



## 4.6 Patent rights

### 4.6.1 Patent and protected rights

- 4.6.1 Save in respect of the Employer's or the Employer's Agent's design of the Works or method of construction and proprietary brand materials specified by the Employer or the Employer's Agent, the Contractor indemnifies the Employer against any liability arising from the infringement of any patent rights, design, trade-mark or name or other protected right in respect of any design work, Construction Equipment, Plant, machine, work, method of construction or material used for or in connection with the Works.

### 4.6.2 Payment for rights

- 4.6.2 Except where otherwise specified in the Contract, the Contractor shall pay all amounts due by him in respect of the rights referred to in Clause 4.6.1.

## 4.7 Fossils

### 4.7.1 Fossils etc.

- 4.7.1.1 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall, as between the Employer and the Contractor, be deemed to be the absolute property of the Employer.
- 4.7.1.2 The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, inform the Employer's Agent of such discovery and carry out the Employer's Agent's instructions for dealing therewith.
- 4.7.1.3 *The notification duty equally applies to the discovery of graves with human remains.* If, by reason of such instructions, the Contractor suffers delay to Practical Completion and/or incurs proven additional cost he can, *in consultation with the Employer's Agent*, make a claim in accordance with Clause 10.1.

## 4.8 Facilities for others

### 4.8.1 Facilities for others

- 4.8.1 The Contractor shall, in accordance with the Contract or the requirements of the Employer's Agent, afford on the Site all reasonable opportunities for carrying out their work to:
- 4.8.1.1 The Employer,
- 4.8.1.2 Any other contractors employed and other persons authorised by the Employer, and
- 4.8.1.3 Any local or other statutory authorities, who may be engaged in the execution on the Site of any  
Work not included in the Contract, provided that adequate notice of the necessity thereof is given to the Contractor.

### 4.8.2 Additional Compensation for providing facilities

- 4.8.2 If, pursuant to Clause 4.8.1, the Contractor, on the written instruction by the Employer's Agent:
- 4.8.2.1 Makes available to the Employer, or to any such contractor or any for providing such authority, any roads or ways for the maintenance of which facilities the Contractor is responsible, or
- 4.8.2.2 Provides any other facility or service of whatsoever nature to any of the said persons or authorities, the Contractor can, unless otherwise provided in the Contract, *in consultation with the Employer's Agent*, make a claim in accordance with Clause 10.1 for the delay to Practical Completion and/or incurrence of proven additional cost by him.

## 4.9 Contractor's employees

#### **4.9.1 Engagement of employees**

4.9.1.1. The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all employees and for their payment, housing, feeding and transport (provided that any use of any part of the Site for the said purposes shall be subject to the prior approval of the Employer's Agent) and the Contractor indemnifies the Employer against any liability arising out of the Contractor's said arrangements, whether such arrangements involve the use of the Site or not.

#### **4.10.2 Information in respect of employees**

4.10.2 The Contractor shall, if instructed by the Employer's Agent, deliver to the Employer's Agent information, in such form and at such intervals as the Employer's Agent may prescribe, in respect of employees employed by the Contractor on the Site from time to time.

#### **4.11 Competent employees**

##### **4.11.1 Competent employees**

4.11.1 The Contractor shall employ on the Site, for the execution and completion of the Works, only such persons as are careful, competent and efficient in their various trades and professions.

##### **4.11.2 Removal of incompetent employees**

4.11.2 The Employer's Agent shall be entitled to instruct the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution of the Works who is guilty of misconduct, or is incompetent or negligent in the proper performance of his duties, or whose presence on the Site is undesirable, and such person shall not again be employed on the Works without the permission of the Employer's Agent.

#### **4.12 Contractor's superintendence**

##### **4.12.1 Contractor's superintendence**

4.12.1 The Contractor shall provide all necessary superintendence during the execution of the Works.

##### **4.12.2 Contractor's site agent**

4.12.2 The Contractor or a competent and authorised agent or representative approved of in writing by the Employer's Agent (which approval may at any time be withdrawn in writing), hereinafter called the Contractor's Site Agent, shall be on the Site at all times when work is being performed or when the Employer's Agent shall, with reason, require his presence.

##### **4.12.3 Site Agent to receive instructions**

4.12.3 The Contractor's Site Agent shall have authority to receive, on behalf of the Contractor, all oral or written communications from the Employer's Agent or the Employer's Agent's representative or other person authorised by the instructions of the Employer's Agent in terms of Clause 3.3.4.

## **5. TIME AND RELATED MATTERS**

### **5.1. Commencement of the Contract**



### 5.1.1 Commencement of the Contract

5.1.1 The Contract shall commence on the day that the SLA is signed by the contractor.

## 5.2 Commencement of the Works

### 5.2.1 Commencement of the Works

5.2.1 *The Contractor shall, within a week after the receipt of the order form, contact the Employer's Agent to make arrangements for the site handover. The contractor shall establish site within 2 weeks, and begin work within three weeks after the site handover. All documentation required as per the contract data should be submitted before, or on the day of the site hand over.*

### 5.2.2 Unaccepted documentation

5.2.2 *If the documentation referred to in Clause 5.3.1 is not submitted before or on site handover, or is found to be unacceptable, the Employer may terminate the Contract in terms of Clause 9.2.*

## 5.4 Access to the Site

### 5.4.1 Access to and possession of Site

5.4.1 The Employer shall, upon the Employer's Agent's instruction to commence executing the Works referred to in Clause 5.3.1, *organise a site hand over after which the Contractor will have right* of access to the Site, and possession of the whole of the Site.

### 5.4.2 Access not exclusive

5.4.2 If the access to and possession of Site referred to in Clause 5.4.1 shall not be exclusive to the Contractor, such limitations shall be set out in the Contract Data.

### 5.4.3 Delays in site handover

5.4.3 If the Contractor suffers delay to Practical Completion due to a delayed site handover, (s)he can make a claim in accordance with Clause 10.1, for extension of the completion period by the number of days that the site handover was delayed, within 2 weeks after the original site handover date.

## 5.5 Time for Practical Completion

### 5.5.1 Time for Practical Completion

5.5.1 Subject to any requirement in the Contract as to the Practical Completion of any portion of the Permanent Works before Practical Completion of the whole, the whole of the Works shall be completed within the Due Completion Date.

## 5.6 Programme

### 5.6.1 Programme of Works

5.6.1 *The Contractor shall submit an initial work programme to the Employer's Agent within 2 weeks of the site handover. Whenever this approved programme no longer reflects that actual progress will meet the Due Completion Date, the Contractor shall deliver to the Employer's Agent an adjusted programme.*

### 5.6.2 Contents of the programme

- 5.6.2 The initial programme and all subsequent adjusted programs shall show and, when relevant, describe in statements, the entire scope of the work to be performed including but not limited to:
- 5.6.2.1 The Commencement Date, commencement of the Works, Due Completion Date, and the Planned Completion Date, *as well as other milestones*.
- 5.6.2.2 The sequence and timing of the Works,
- 5.6.2.5 Other programming information set out in the Scope of Work,

#### **5.6.3 Approval of the programme**

- 5.6.3 The Employer's Agent shall, within 7 days after the Contractor has submitted the initial or adjusted programme, approve such programme or, giving his reasons, instruct the Contractor to amend it, failing which, the submitted programme shall be deemed to be the approved programme.

#### **5.6.4 Review and adjustment of the programme**

- 5.6.4 The programme shall be subject to review on a bimonthly basis. If so instructed by the Employer's Agent, the approved programme shall be adjusted by the Contractor:

#### **5.6.5 \*Approval means no relief of Contractor's responsibilities\***

### **5.7 Progress of the Works**

#### **5.7.1 Rate of progress**

- 5.7.1 The Employer's Agent may if, at any time the rate of progress of the Works or any part thereof has fallen behind the approved programme or if there is no approved programme, making his own assessment, he shall so notify the Contractor in writing, with specific reference to this Clause. The Contractor shall thereupon, subject to the approval of the Employer's Agent, which approval shall not be unreasonably withheld, take the necessary steps to expedite progress so as to complete the Works, or the said part thereof, by the Due Completion Date. The Employer's Agent may instruct the Contractor to submit an adjusted programme to accommodate the steps agreed upon between them to meet the Due Completion Date. No instruction by the Employer's Agent to the Contractor to improve his rate of progress in this regard will qualify for additional compensation.

#### **5.7.2 \*Night work\***

#### **5.7.3 Acceleration**

- 5.7.3 The Employer's Agent may request the Contractor to submit, or the Contractor may submit to the Employer's Agent, a revised programme and cost determined in accordance with Clause 6.4 for accelerating the rate of progress to achieve Practical Completion before the Due Completion Date. If accepted by the Employer, the Due Completion Date shall be adjusted accordingly and the conditions for payment of cost shall be agreed in writing by the Employer's Agent.

### **5.8 Non-working times**

#### **5.8.1 \*Non-working times\***

#### **5.8.2 \*Notice for work during non-working times\***

### **5.9 Instructions**

#### **5.9.1 Drawings and instructions**

5.9.1 The Employer's Agent shall deliver to the Contractor copies of the drawings and any instructions required for the commencement of the Works *at the latest at site handover*.

#### 5.9.2 \*Further drawings and instructions\*

#### 5.9.3 \*Contractor to give notice timeously\*

#### 5.9.4 \*Documents to be provided timeously\*

#### 5.9.5 \*Contractor to give effect to drawing etc.\*

#### 5.9.6 \*Employer's Agent's failure to comply timeously \*

#### 5.9.7 Employer's Agent to approve Contractor's designs and drawings

5.9.7 If the Contract expressly provides for the preparation by the Contractor of designs and details of any work to be supplied, he shall, taking account of the approved programme, in good time submit *these drawings* for approval by the Employer's Agent, and shall obtain the Employer's Agent's written approval, before commencing the work. Once any such drawing has been approved by the Employer's Agent, it shall not be departed from in any way except with the written consent of the Employer's Agent.

#### 5.10 Delays attributable to the Employer

##### 5.10.1 Delays attributable to the Employer

5.10.1 If the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from failure or delay on the part of the Employer, his agents, employees or other contractors (not employed by the Contractor), the Contractor *can, in consultation with the Employer's Agent, make an Extension of Time for Practical Completion* and/or monetary compensation claim in accordance with Clause 10.1 within 28 days after the cause of the delay occurred. *The honouring of that claim by the Employer's Agent shall not be unreasonably be withheld.*

#### 5.11 Suspension of the Works

##### 5.11.1 Suspension of the works

5.11.1 *If, the Employer's Agent instructs the Contractor in writing to suspend the works, the Contractor shall properly protect the Works as far as is necessary.*

##### 5.11.2 Claim as a consequence of suspension

5.11.2 *If the Contractor is not directly or indirectly to blame for the suspension of Work because of Breach of Contract, the Contractor can, in consultation with the Employer's Agent, make an Extension of Time for Practical Completion and/or monetary claim within 28 days after the suspension of Works started. The honouring of that claim by the Employer's Agent shall not be unreasonably be withheld.*

##### 5.11.3 \*Suspension lasting more than 84 days\*

#### 5.12 Extension of time for Practical Completion

##### 5.12.1 Extension of time for Practical Completion

5.12.1 If the Contractor considers himself entitled to an extension of time for circumstances of any kind whatsoever which may occur that will, in fact, delay Practical Completion of the Works, the Contractor shall claim in accordance with Clause 10.1 such extension of time as is appropriate.

### 5.12.2 Some reasons for extension of time

5.12.2 Without limiting the generality of Clause 5.12.1, the circumstances referred to in that Clause include:

- 5.12.2.1 The amount and nature of additional work,
- 5.12.2.2 Abnormal climatic conditions,
- 5.12.2.3 Any provision of these Conditions which allows for an extension of time,
- 5.12.2.4 Any disruption which is entirely beyond the Contractor's control.

### 5.12.3 Relevant adjustments to General Items

5.12.3 If an extension of time is granted, the Contractor shall be paid *pro rata* time-related Preliminary & General items, *unless the contract prescribes the payment of Time related items to be based on work progress, in which case the latter prevails and no extra compensation will be paid.*

### 5.12.4 \*Acceleration instead of extension of time\*

## 5.13 Penalty for delay

### 5.13.1 Penalty for delay

5.13.1 If the Contractor fails to complete the Works to the extent which entitles him to receive a Certificate of Practical Completion in terms of Clause 5.14.2, by the Due Completion Date, the Contractor shall be liable to the Employer for an amount *of up to 0.05% of the contract sum minus the Contingencies* as a penalty for every day that elapses between the Due Completion Date and the actual date of Practical Completion. *This amount shall be subtracted from the Retention moneys and/or from the claim of one of the part payments.* The imposition or non-imposition of such penalty shall not relieve the Contractor from his obligation to complete the Works or from any of his obligations and liabilities under the Contract.

### 5.13.2 Reduction of penalty:

- 5.13.2 If, before the issue of the Certificate of Practical Completion of the whole of the Works,
- 5.13.2.1 Any part of the Works has been Certified by the Employer's Agent as complete in terms of a Certificate of Practical Completion, or
  - 5.13.2.2 *The Contractor can submit valid reasons, other than the ones mentioned under clause 5.12.2 for the Works not having reached Practical Completion by the due Completion Date,*  
the penalty for delay shall be *waivered or reduced* by an amount which is determined by the Employer's Agent to be appropriate in the circumstances.

## 5.14 Completion

### 5.14.1 Practical Completion

5.14.1 The Contractor shall be entitled to receive a Certificate of Practical Completion when the Works have been completed *to the extent that the works can be used for the purpose it was intended.*  
*When the Contractor believes he has reached, or is about to reached, Practical Completion, the Contractor shall request the Employer's Agent for a Practical Completion inspection, which the Employer's Agent will do within 14 days after receiving such request. On inspection of the works, the Employer's Agent will draw up a snag list of incomplete works for the Contractor to attend to before a Certificate of Completion can be issued, and will issue a deadline for these works, usually two to four weeks after the Contractor received the snag list. Should the Contractor not request a*

*Practical Completion inspection, Practical Completion shall be taken as being achieved on the Due Completion Date, and a date for inspection set accordingly.*

#### **5.14.2 Issue of Certificate of Practical Completion**

- 5.14.2.1 Should, to the assessment of the Employer's Agent, enough progress have been made with the works to allow for them to be used for their intended purpose, the Employer's Agent will *issue to the Contractor a Certificate of Practical Completion, accompanied by a so-called Snaglist of outstanding works, to be completed to justify the issuing of a Certificate of Completion*
- 5.14.2.2 *In the case of insufficient progress, the Employer's Agent will not issue the Practical completion certificate, but instead issue to the Contractor a written list setting out the work to be completed to justify Practical Completion.*
- 5.14.2.3 *As soon as the work referred to in the list issued in terms of Clause 5.14.2.2 has been inspected and assessed to be duly completed, the Employer's Agent shall deliver to the Contractor and to the Employer a Certificate of Practical Completion together with the snag list.*

#### **5.14.3 Consequences of Practical Completion**

- 5.14.3.1 Upon the issue of the Certificate of Practical Completion:
- 5.14.3.2. The Works shall be deemed to have been completed for the purposes of Clause 5. and
- 5.14.3.3 The Employer or Beneficiary shall be entitled to take occupation of the Works, provided that the Contractor is given access to complete the Works in terms of the Contract and no activities are undertaken by the user of the facility that prevent the Contractor for completing his work.
- 5.15.3.3 *The Contractor will not be responsible to repair wear and tear to the facility as a result of the occupation before completion.*

#### **5.14.4 Certificate of Completion**

- 5.14.4.1 As soon as the work referred to in the further list (*Snaglist*) issued in terms of Clause 5.14.2 has been duly completed, the Employer's Agent shall deliver to the Contractor and the Employer a Certificate of Completion.
- 5.14.4.2 This certificate will also stipulate the date by which any remaining work and/or the rectifying of defects, and/or the clearing of the Site is to be completed. The Contractor shall be obliged to complete the work specified by that date. Should the Contractor fail to complete the work by the specified date, the Defects Liability Period (if any) shall be extended by the amount of the additional time taken by the Contractor to complete the work specified, and the terms of Clause 7.8.3 shall apply with the necessary changes.

#### **5.14.5 Consequences of Completion**

- 5.14.5 Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:
- 5.14.5.1 The performance guarantee, (if any), shall be returned within 14 days to the Guarantor,
- 5.14.5.2 The Defects Liability Period shall commence,
- 5.14.5.3 The retention shall be reduced to half in terms of Clause 6.10.5,
- 5.14.5.4 The possession of the Site shall revert to the *Beneficiary*, and
- 5.14.5.5 Insurance of the Works shall cease in terms of Clause 8.6.1.

#### **5.14.6 \*Occupation by the Employer\***

#### **5.14.7 \*Different dates of Practical Completion\***

### **5.15 Clearance of Site**

#### **5.15.1 Clearance of Site on Completion**

- 5.15.1 On completion of the Works the Contractor shall clear away and remove from the Site all Construction Equipment, rubbish and Temporary Works of every kind and leave the whole of the Site and the Works clean and in a safe condition. All streams and watercourses shall be cleaned and restored to the condition as at the commencement of the Works. *Usable surplus materials that have been fully paid for should be left on site, provided they are not obstructing access, are no source of pollution, nor an eyesore, and the owners of the site are in agreement.*

## **5.16 Approval**

### **5.16.1 Final Approval Certificate**

- 5.16.1 The Works shall not be considered as completed in all respects until a final site inspection by the Employer's Agent has taken place, and a Final Approval Certificate has been delivered by the Employer's Agent to the Employer and the Contractor stating the date on which the final inspection took place and works were found to be complete, and with all defects corrected.  
The final inspection and the Final Approval Certificate shall be delivered by the Employer's Agent as soon as practicable after the completion of the whole of the Works or of the expiration of the Defects Liability Period.

### **5.16.2 Approval only by Final Approval Certificate**

- 5.16.2 No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor shall any other certificate exclude or prejudice any of the powers of the Employer's Agent.

### **5.16.3 Latent defect liability**

- 5.16.3 The Contractor's liability for any latent defects shall continue beyond the date of the Final Approval Certificate but the Employer shall have no claim against the Contractor arising out of any latent defect which first manifests itself later than the period stated in the Contract Data after the issue of the Final Approval Certificate in terms of this Clause.



## **6. PAYMENT AND RELATED MATTERS**

### **6.1 Payment to Contractor**

#### **6.1.1 Payment to Contractor**

- 6.1.1 As consideration for the construction, completion and defect correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract.

### **6.2 Security**

#### **6.2.1 Delivery of security**

- 6.2.1 The Contractor shall deliver to the Employer's Agent, *if so requested in the Special Conditions of Contract for this Contract*, as part of the documentation required before commencement with Works execution in accordance with Clause 5.3.1, at his cost, the type of security (bank guarantee or retention) for the due performance contract price of the Contract, as selected in the Contract Data.

#### **6.2.2 Contractor failing to select or provide security**

- 6.2.2 If the Contractor fails to select the security to be provided, or if the Contractor fails to provide the selected security within the time period stated in Clause 5.3.2, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten per cent retention of the value of the Works without limiting the Employers right to terminate the contract in terms of clause 9.2.

#### **6.2.3 Validity of performance guarantee**

- 6.2.3 If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable until the Certificate of Completion is issued. The performance guarantee shall specify an expiry date, and if the Contractor has not become entitled to receive the Certificate of Completion of the Works by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the performance guarantee until such time that the Works have been completed.

### **6.3 Variations**

#### **6.3.1 Variations**

- 6.3.1 If, at any time before the issue of the Certificate of Completion, the Employer's Agent shall require any variation of the form, quality or quantity of the Works or any part thereof that may be necessary or for any reason appropriate, he shall have power to order the Contractor to do any of the following:
- 6.3.1.1 Increase or decrease the quantity of any work included in the Contract,
  - 6.3.1.2 Omit any such work, provided it is not to be carried out by someone else,
  - 6.3.1.3 Change the character or quality of any such work,
  - 6.3.1.4 Change the levels, lines, position and dimensions of any part of the Works,
  - 6.3.1.5 Carry out additional work of any kind necessary for the completion of the Works, and
  - 6.3.1.6 Change the specified or approved sequence or method of construction.
- No such variation shall in any way vitiate or invalidate the Contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

#### **6.3.2 Orders for variations to be in writing**

- 6.3.2 No such variation shall be made by the Contractor without a written order by the Employer's Agent in which it is stated to be a Variation Order;  
Provided that:

- 6.3.2.1 If the Contractor, as soon as possible, but within seven days after receiving an oral order or a written order which he contends to be a Variation Order, confirms, in writing to the Employer's Agent that it is indeed a Variation Order, and such confirmation is not contradicted, in writing, by the Employer's Agent to the Contractor within seven days of receipt thereof, it shall be deemed to be a Variation Order within the meaning of this Clause. If the Contractor fails to confirm such order within the seven day period, such order shall not be a Variation Order.

### 6.3.3 Changes in quantities

- 6.3.3 No increase or decrease in the quantity of any work, set out in the Bill of Quantities, <sup>\*\*</sup> *that is not* the result of a Variation Order, <sup>\*\*</sup> but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities, shall be deemed to be a variation to which this Clause applies and no order in writing shall be required therefor.

## 6.4 Value of variations

### 6.4.1 Valuation of variations

- 6.4.1 The value of all Variation Orders shall be calculated by the Employer's Agent in accordance with the following principles:
- 6.4.1.1 Where work is of a similar character and executed under similar conditions to work priced in the Pricing Data, it shall be valued at *the tendered or quoted* rates and/or prices (including General Items) as may be applicable;
- 6.4.1.2 Where work is not of a similar character or is not executed under similar conditions, the rates and/or prices in the Pricing Data shall be used as the basis for valuation as far as may be appropriate;
- 6.4.1.3 Where work cannot reasonably be valued in accordance with Clauses 6.4.1.1 or 6.4.1.2, the value arising from all expenditure, including profit, necessary for executing the work shall be determined after due consultation by the Employer's Agent with the Employer and the Contractor; or
- 6.4.1.4 In respect of additional or substituted work, the Employer's Agent may issue an instruction that the work shall be executed on a day work basis in terms of Clause 6.5, *if the pricing schedule solicited rates for day work items.*
- 6.4.1.5 *Alternatively, the Employer's Agent may issue an instruction to the Contractor to submit a quote for those items required for the additional work on the basis of supplier quotes, and combine these, if applicable, with day work rates, if these are available. The Contractor will in this case be compensated on a proven cost, plus mark up basis.*

### 6.4.2 Delivering and applying valuation

- 6.4.2 The Employer's Agent shall, within 28 days after issuing the Variation Order or such other period as may be agreed between the parties, in writing, deliver to the Contractor and the Employer, in writing, the valuation of the Variation Order, and apply this valuation in certifying amounts payable to the Contractor, without prejudice to the Contractor's right to raise a dissatisfaction in terms of Clause 10.2.

### 6.4.3 Delay in delivering valuation

- 6.4.3 If the Employer's Agent's valuation is not received by the Contractor within the time referred to in Clause 6.4.2 the Contractor *can* in respect of the delay to Practical Completion and/or to proven additional cost of giving effect to the Variation Order, *after consultation of the Employer's Agent, make* a claim in accordance with Clause 10.1.

## 6.5 Day works



#### **6.5.1 Basis of payment for day works**

6.5.1 If work is to be executed on a day work basis:

6.5.1.1 The Contractor shall be paid for such work under the provisions set out in the day work schedule included in the Pricing Data and at the rates and/or prices stated therein.

6.5.1.2 In the absence of a day work schedule, and for items not included in the day work schedule, the Contractor shall be paid the aggregate of:

6.5.1.2.1 The gross remuneration of the workmen, and of any foremen, for the time they are actually engaged in the work concerned,

6.5.1.2.2 The net cost of the materials actually used,

6.5.1.2.3 The percentage allowances stated in the Contract Data, which allowances shall be held to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools, and

6.5.1.2.4 An amount in respect of Construction Equipment calculated as provided for in Clause 6.5.1.3.

6.5.1.3 The use of Construction Equipment shall be charged on a time basis at the rates stated in the Pricing Data, failing which at rates to be agreed between the Contractor and the Employer's Agent or, failing agreement, to be determined by the Employer's Agent on the basis of ruling plant hire rates.

#### **6.5.2 Quotations for materials**

6.5.2 If required by the Employer's Agent, the Contractor shall, before ordering material, submit to the Employer's Agent quotations for the same for his approval, which approval shall not be unreasonably withheld, and shall submit to him such receipts or other vouchers as proof for the amounts paid.

#### **6.5.3 Details to be recorded**

6.5.3 The Contractor shall, during the continuance of all work executed on a day work basis, deliver each day to the Employer's Agent or the Employer's Agent's Representative a list of the exact occupation and time of all workmen and foremen employed on such work and a statement showing the description and quantity of all materials and Construction Equipment used therefor (other than tools the cost of which is covered by the percentage addition in accordance with the day work schedule in terms of which payment for day work is made). If correct and agreed upon by the Employer's Agent or the Employer's Agent's Representative and the Contractor, the Employer's Agent or the Employer's Agent's Representative shall sign the copies of each list and statement and return such copies to the Contractor within one working day of the carrying out of the work.

#### **6.5.4 Day works statement**

6.5.4 For the purpose of each monthly certificate referred to in Clause 6.10.1, the Contractor shall deliver to the Employer's Agent a priced statement of the labour, materials and Construction equipment used (except as provided in Clause 6.5.3) and the Contractor shall not be entitled to any payment for the day work concerned unless and until such statement has been properly rendered and supported by one copy of each of the signed lists and statements referred to in Clause 6.5.3.

### **6.6 Provisional sums and prime cost sums**

#### **6.6.1 Provisional sums**

6.6.1 If any provisional sum is set out in the Pricing Data and the work to which the provisional sum relates has been ordered by the Employer's Agent and is:

6.6.1.1 Executed by the Contractor, it shall be valued and paid for in accordance with the terms of Clause 6.4,

6.6.1.2 Executed by a subcontractor appointed in terms of Clause 4.4.3, the Contractor shall be paid the sum or sums paid or due to be paid by him to the subcontractor, *plus the mark-*

*up percentage stated by the Contractor in his Pricing Data, or, in the absence thereof, a default mark-up of 10%.*

- 6.6.2 If the Contractor in the Pricing Data has added to the provisional sum concerned a sum in respect of charges and profits, a pro rata amount of such sum, added in the proportion that the amount paid to the subcontractor by the Contractor or the Employer bears to the provisional sum.

#### 6.6.2 Prime cost sums

- 6.6.2 Where a prime cost sum is provided in the Pricing Data to cover the cost price of certain goods, services or materials to be supplied under the Contract, the amount to be paid therefor to the Contractor shall be the actual price payable by him, in substitution for the prime cost sum, together with any charge included by the Contractor in the Pricing Data to allow for labour, profit, carriage, storage, establishment and other costs related to such goods, services or materials.

#### 6.6.3 Provisional/prime cost sums and contingency allowance

- 6.6.3 Expenditure in connection with provisional and prime cost sums and under the contingency allowance (if any) shall be solely at the discretion and on the instruction of the Employer's Agent. Any parts of the amounts provided in the Pricing Data which are **not** expended shall **not** be included in the Contract Price, *and will not be paid out to the Contractor.*

#### 6.6.4 Supporting documents

- 6.6.4 The Contractor shall produce all invoices, vouchers and receipts in respect of payments made by him in connection with provisional or prime cost items when he requires payment for these items.

### 6.7 Measurement of the Works

#### 6.7.1 Quantities

- 6.7.1 The quantities set out in the Bill of Quantities/Pricing Schedule \*\* are the **estimated** quantities of the work and they are not to be taken as the actual and final quantities of the Works to be executed by the Contractor. *\*\*.* *Should, in the view of the Contractor, the quantities or volumes provided in the Bill of Quantities/Pricing Data differ substantially of those required for the Works, he should point such out to the Employer's agent who will subsequently consider if:*
- 6.7.1.1 *The degree to which the volumes and quantities exceed the ones provided in the Pricing data would warrant payment from the Contingencies allocation;*
- 6.7.1.2 *Reduced numbers, volumes and quantities would warrant consideration as savings, to be off set against possible Contingencies items.*

#### 6.7.2 Work to be measured

- 6.7.2 The Employer's Agent shall ascertain and determine the value of the Works but, when required to do so by the Employer's Agent, the Contractor shall measure the work executed *\*\* instead and report on it to the Employer's Agent.*

#### 6.7.3 Employer's Agent's intention to measure

- 6.7.3 The Employer's Agent shall, when he wishes to *inspect the site in order to* make any measurement, or requires any parts of the Works to be measured in his presence, give notice of this fact and of the date and time at which he will be present to the Contractor who shall:

- 6.7.3.1 Attend or send a qualified agent to assist the Employer's Agent in making such measurement or to make such measurement in the presence of the Employer's Agent, and
- 6.7.3.2 Furnish all particulars required by the Employer's Agent.

#### **6.7.4 Contractor's failure to comply**

- 6.7.4 If the Contractor, despite being required to do so, fails:
  - 6.7.4.1 To submit a supporting statement in terms of Clause 6.7.2, or
  - 6.7.4.2 To attend or send his agent when given such notice in terms of Clause 6.7.3, the measurement made by the Employer's Agent or approved by him shall be taken to be the correct measurement of the work for the purpose of the payment certificate in respect of which the measurement has been made.

#### **6.7.5 Method of measurement**

- 6.7.5 All the work shall be measured in accordance with the provisions of the Pricing Data.

### **6.8 Adjustment in rates and/or prices**

#### **6.8.1 Rates and prices final and binding**

- 6.8.1 The rates and/or prices stated in the Pricing Data shall be final and binding throughout the period of the Contract, *with the exception of the cases mentioned under clauses 6.8.2, 6.8.3, 6.8.4 and 6.8.5*

#### **6.8.2 Application of contract Price adjustment Factor**

- 6.8.2 If the Contract Data provides for the application of a Contract Price Adjustment Factor, the value of certificates issued in terms of Clause 6.10.1 (excluding the value of those special materials referred to in Clause 6.8.3) shall be increased or decreased by applying a Contract Price Adjustment Factor calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule.

#### **6.8.3 Variations in cost of special materials**

- 6.8.3 If price adjustment for variations in the cost of special materials is provided for in the Contract Data, it shall be made in the manner set out in the Contract Price Adjustment Schedule.

#### **6.8.4 Subsequent changes in legislation**

- 6.8.4 If at any time within 28 days before the closing date for tenders or thereafter, there occur changes to any Act of Parliament, Ordinance, Regulation or By-law of any local or other statutory authority which cause additional or reduced cost to the Contractor (other than in terms of Clauses 6.8.2 and 6.8.3) arising from the execution of the Contract, such additional or reduced cost shall, after due consultation between the Employer and the Contractor, be determined by the Employer's Agent and shall be added to or deducted from the Contract Price and the Employer's Agent shall notify the Contractor accordingly, with a copy to the Employer.

#### **6.8.5 Price adjustments through balancing of the pricing data**

- 6.8.5 *Should the Engineering Agent find that the rates of prices of individual line items of the original Pricing are not realistic, he may balance the Pricing Data and amend the items under consideration upwards or downwards to bring them in line with market values and submit them for approval to the Contractor, who will not unreasonably reject them. If accepted, these adjusted values become binding throughout the Contract period.*

### **6.9 \*Vesting of Plant and materials\***

### 6.9.1 \*Vesting of Plant and materials\*

### 6.9.2 \*Definition of 'materials'\*

### 6.9.3 \*Identification of Plant and materials\*

### 6.9.4 Prohibition on removal of Plant and materials

6.9.4 The Contractor shall not remove from the Site any \*\* materials which are on the Site or which are brought there from such place of fabrication or storage and shall use all \*\* materials exclusively for incorporation in the Permanent Works. *Unless the Contractor and Employer's Agent have agreed on a pro rata payment for the use of only part of the materials, any surplus material that has been fully paid for should be left on site after completion of the Works, adhering to the provisions made under Clause 5.15.1*

### 6.9.5 \*No approval by vesting\*

## 6.10 Payments

### 6.10.1 Interim payments

6.10.1 *The Employer's Agent will, after having inspected the Works or via the pre-approved submission by the Contractor of incontrovertible photographic or virtual evidence clearly showing key Works, prepare payment certificates on a monthly basis, or on shorter intervals if prompted by the Contractor, provided that enough progress is made, and send them to the Contractor for consideration. After the Contractor and the Employer's Agent have agreed on the valuation, the Contractor will submit a Statement (claim or invoice) for payment.\*\**

The Employer's Agent shall, by signed payment certificates issued to the Employer and the Contractor, certify the amount he considers to be due to the Contractor, taking into account the following:

6.10.1.1 The estimated value of the Permanent Works executed and calculated in terms of the Contract up to the date of the Contractor's said statement;

6.10.1.2 The amount for any Temporary Works or other special items for which separate amounts are provided in the Pricing Data;

6.10.1.3 Any other additional amounts which are due to the Contractor or the Employer;

6.10.1.4 Adjustment under Clause 6.8;

6.10.1.6 A deduction of the amount of all previous payments.

6.10.1.7 A deduction for penalties imposed in terms of Clause 5.13.

6.10.1.8 Any sales tax or value added tax which the law requires the Employer to pay to the Contractor.

6.10.1.9 A deduction of retention money of

6.10.1.9.1 - 10% if no bank guarantee has been submitted,

6.10.1.9.2 - 5% if a bank guarantee has been submitted.

### 6.10.2 Valuation of materials brought on to Site

6.10.2.1 *No valuation of or payment for materials will be made that have not been installed or otherwise been incorporated in the Works, unless the Employer's Agent has approved a written request for a special arrangement in this regards, prior to the delivery of the materials to site. The request should detail the type and quantities and/or volumes of the materials, and the estimated total value, including transport and delivery to site, of the materials, which will exclude plant and building equipment.*

6.10.2.2 *Should the Employer's Agent grant in principle approval for materials delivered to site to be included in the valuation, the Contractor shall deliver with his statement, copies of*

invoices or receipts in respect of the purchase and delivery of the materials for which the Contractor claims payment.

- 6.10.2.3 The valuation of such materials *shall be 50% of the total of the purchase price and delivery cost*, as reflected by the relevant invoices or receipts. **\*\***

Provided that, if the materials have been produced by the Contractor himself or if the valuation of such materials is not consistent with the relevant rates and/or prices set out in the Pricing Data, the Employer's Agent shall have the right to base the valuation and payment for such materials either on rates and/or prices consistent with the rates and/or prices set out in the Pricing Data or on current market prices.

### **6.10.3 Retention money**

- 6.10.3 Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3, and 6.10.1.4 shall be subject to a *10% retention* by the Employer of an amount (called the retention money), being the percentage retention, of the selected security stated in the Contract Data, of the said amounts due to the Contractor, throughout the construction period. There will be no limit of Retention money, *unless the Contractor has submitted a bank guarantee, in which case the Retention limit will be 5% of the contract value minus the contingencies.*

### **6.10.4 Delivery, dissatisfaction with and payment of payment certificate**

- 6.10.4 The Employer's Agent shall deliver to the Employer and the Contractor the payment certificate referred to in Clause 6.10.1 within 7 days after *having completed the inspection on the basis of which the Payment Certificate was drawn up.* Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2. The Employer shall pay the amount due to the Contractor within 30 days of receipt of the Contractor's Invoice/Claim by the Employer of the payment certificate signed by the Employer's Agent. Payment shall be subject to the Contractor submitting a tax invoice, if required by law, to the Employer for the amount due.

### **6.10.5 Payment of retention money**

- 6.10.5 Save to the extent otherwise provided in Clause 6.10.6, when a Defects Liability Period is specified, one half of the retention money shall become due and shall be paid to the Contractor when the Employer's Agent has issued a Certificate of Completion in terms of Clause 5.14.4. The other half shall become due and shall be paid to the Contractor within 14 days of the expiration of the Defects Liability Period, which may be extended in terms of Clauses 5.14.4 or 7.8.1, if necessary;

Provided that:

- 6.10.5.1 If the Defects Liability Period is extended in terms of Clauses 5.14.4 or 7.8.1 or if at the expiration of the original Defects Liability Period there remains to be executed by the Contractor any works ordered during such period in terms of Clauses 7.7 and 7.8, the Employer shall be entitled to withhold payment until the completion of the work concerned, of so much of the second half of the retention money as shall represent the cost of such work;
- 6.10.5.2 In the event of different Defects Liability Periods having become applicable to different parts of the Works pursuant to Clause 5.14, the expression retention money shall be deemed to mean such proportion of the total retention money as is applicable to each completed part of the Works; and
- 6.10.5.3 If a Defects Liability Period is not specified, the whole amount of the retention money shall become due and shall be paid to the Contractor when the Contractor has become entitled, in terms of Clause 5.16.1, to receive a Final Approval Certificate.

### **6.10.6 Set-off and delayed payments**

- 6.10.6 In respect of any amount payable to the Contractor in terms of the Contract:



6.10.6.1 The Employer may deduct from such payment any amount to which payments he is entitled in terms of this Contract or by law to set off against such payment and shall state, in a written notice to the Contractor, the reasons for such deductions.

6.10.6.2 **\*Removed\***

#### **6.10.7 Corrections to payment certificates**

6.10.7 The Employer's Agent may by any payment certificate make any correction or modification of any previous payment certificate, which has been issued by him.

#### **6.10.8 Contractor's completion statement**

6.10.8 Within 14 days of the date of the Certificate of Completion, the Contractor shall deliver to the Employer's Agent a completion statement showing the value of work done in respect of which a Certificate of Completion has been issued and shall supply such further information as the Employer's Agent may reasonably require. The Contractor shall not be entitled to any payment in respect of any matter which has not been included in such completion statement save as provided for in Clauses 5.14, 7.7 and 7.8 in respect of work executed during the Defects Liability Period and/or Clauses 10.3 to 10.11 in respect of any dispute. The Employer's Agent shall deliver to the Employer and the Contractor the payment certificate in respect of the completion referred to above within 14 days of the receipt by the Employer's Agent of the Contractor's said statement, and the Employer shall pay the amount due to the Contractor within 28 days after receipt by the Employer of the payment certificate signed by the Employer's Agent.

#### **6.10.9 Final payment certificate**

6.10.9 Within 14 days *before* the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer's Agent shall, within 14 days after receiving the Contractor's statement, *after having satisfied himself that no patent deficiencies have been found in the completed works for which the Contractor could be held liable*, issue to the Employer and the Contractor a Final Payment Certificate, the amount of which shall be paid to the Contractor within 30 days of the receipt of the Contractor's *invoice*, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).

### **6.11 Variations exceeding 15 per cent**

#### **6.11.1 \*Variations exceeding 15 %\***

## **7. QUALITY AND RELATED MATTERS**

### **7.1 Quality of Construction Equipment**

#### **7.1.1 Quality of Construction Equipment**

7.1.1 The nature and quality of all Construction Equipment to be provided by the Contractor for the execution and making good of defects of the Works shall be such that it corresponds with the requirements and Equipment scope of the Works and the Construction Equipment shall be in good working order and shall, in particular, well suited to the purpose for which it is to be used. The Contractor shall provide and maintain sufficient Construction Equipment to meet all the requirements and, when so

ordered by the Employer's Agent, the Contractor shall remove from the site all unsuitable, outdated and obsolete Construction Equipment.

## **7.2 Quality of Plant, workmanship and materials**

### **7.2.1 Quality of Plant, workmanship and materials**

- 7.2.1 All Plant to be supplied and all workmanship and materials shall be manufactured, executed and be of the respective kinds specified in the Contract and shall comply with the requirements set in the Scope of Work and in the Employer's Agent's instructions or, failing requirements or instructions, of the respective kinds suitable for the purpose intended.

## **7.3 Access to the Works**

### **7.3.1 Access to the Works**

- 7.3.1 The Employer, the Employer's Agent and any person authorised by either of them shall, during working hours, have access to the Works and to the Site and to all workshops and places where work is being prepared or where Plant, materials, manufactured articles and machinery are being manufactured or obtained for the Works, to inspect, examine and test such Plant, materials and workmanship and verify progress in accordance with the programme. The Contractor shall afford any necessary facility for and assistance in obtaining the right to such access.

## **7.4 Samples and testing**

### **7.4.1 Samples of materials**

- 7.4.1 The Contractor shall, as set out in the Scope of Work or as instructed by the Employer's Agent, provide at his own expense samples of materials intended to be incorporated into the Works.

### **7.4.2 Test specimens from the Works**

- 7.4.2 The Contractor shall, as set out in the Scope of Works or as instructed by the Employer's Agent, take and deliver to the Employer's Agent test specimens from portions of the Works already constructed, and make good any resultant damage to the Works.

### **7.4.3 Tests**

- 7.4.3 The Contractor shall, in accordance with the Scope of Work or if instructed by the Employer's Agent, carry out tests on Plant and samples of materials intended to be incorporated into the Works and on any test specimens from portions of the Works, and shall carry out any other tests specified in the Scope of Works. The Contractor shall provide all necessary assistance, labour, materials, electricity, fuel, testing equipment and instruments for the purpose of such tests to be performed by him or, if so specified in the Scope of Work or instructed by the Employer's Agent, for the purposes of tests to be performed by others.

### **7.4.4 Cost of tests specimens and tests**

- 7.4.4 The following provisions shall apply in respect of the cost of the Contractor's services in terms of Clauses 7.4.2 and 7.4.3:
- 7.4.4.1 The Contractor shall be deemed to have allowed in his rates and/or prices for all such services as are required to be rendered by him, provided that the tests have been particularized in the Scope of Work in sufficient detail for him to allow for them, and
- 7.4.4.2 The Contractor shall be paid the cost of any services not covered by Clause 7.4.4.1;

*Except when any test has established that the Plant, workmanship or the materials used do not comply with the Contract, in which case the Contractor shall not be paid any amount in respect of the testing services concerned. \*\**

#### **7.4.5 Exchange of reports on tests**

7.4.5 The Employer's Agent and the Contractor shall deliver to each other, as and when testing has been carried out, accurate and complete copies of all reports on tests carried out by or on behalf of either party, save to the extent that any such reports are prepared specifically for the purpose of proceedings in terms of Clauses 10.3 to 10.11.

### **7.5 Examination of the Works**

#### **7.5.1 Examination of work before covering up**

7.5.1 No part of the Works or excavations shall be covered up or put out of view without the consent of the Employer's Agent, and the Contractor shall afford full opportunity for the Employer's Agent to examine and measure the Works and to inspect the excavations before any Permanent Works are placed thereon.

#### **7.5.2 \*Delivery of Plant to Site\***

#### **7.5.3 Notice to be given when ready for testing**

7.5.3.1 The Contractor shall give adequate written notice to the Employer's Agent whenever any part of the Works or excavations are ready or almost ready for testing or examination. The Employer's Agent shall, unless he considers it unnecessary and advises the Contractor accordingly in writing (in which event he shall be deemed to have given the consent required in terms of this Clause), attend, as soon as practicable, for the purpose of testing such work or excavations;

7.5.3.2 *The contractor can make a claim in accordance with Clause 10.1 in respect of the delay to Practical Completion and/or to proven additional cost if, in his opinion, the Employer's Agent has unnecessarily, and without apparent valid reason, delayed the inspection.*

#### **7.5.4 \*Delay by Employer to take delivery of Plant\***

#### **7.5.5 Uncovering and making openings**

7.5.5 The Contractor shall uncover any part or parts of the Works or make openings in or through the same as the Employer's Agent may from time to time order and reinstate and make good such part or parts in accordance with the terms of the Contract. If any such part or parts have been covered up or put out of view after compliance with the requirements of Clauses 7.5.1 and 7.5.3 and are found to have been executed in accordance with the Contract, the Contractor shall in respect of the delay to Practical Completion and/or to proven additional cost, be entitled to make a claim in accordance with Clause 10.1, but in any other case the cost shall be borne by the Contractor and no extension of time shall be given.

### **7.6 Defective Plant, materials and work**

#### **7.6.1 \*Making good and retesting of Plant\***

#### **7.6.2 \*Consequences of failure of retesting of Plant\***

#### **7.6.1 Defective plant no valid reason for time extension**

7.6.1 *The Contractor cannot use defective plant, or the late arrival or unavailability of plant in general, as a justification for postponement of the Due Completion Date.*

#### **7.6.2 Removal of improper work and materials**



- 7.6.2 The Employer's Agent shall, during the progress of the Works, have the power to order, in writing, from time to time, within such time or times as specified in the order:
- 7.6.2.1 The removal from the Site of any materials which are not in accordance with the Contract and the substitution of proper and suitable materials therefor, and
- 7.6.2.2 The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefor) of any work which, in respect of materials or workmanship, is not in accordance with the Contract.

### **7.6.3 \*Default of the Contractor in compliance with Employer's Agent's orders\***

## **7.7 Search for defects**

### **7.7.1 Contractor to search for defects**

- 7.7.1 The Contractor shall by written order from the Employer's Agent, search for the cause of any defect. If such defect is one for which the Contractor is not liable under the Contract, the cost of the work carried out by the Contractor in the search shall be paid to him. If such defect is one for which the Contractor is liable, the cost of such work shall be borne by the Contractor.

## **7.8 Defects**

### **7.8.1 Making good of defects in the Defects Liability Period**

- 7.8.1 To the intent that the Permanent Works shall at, or as soon as practicable after the expiration of the Defects Liability Period, be in the condition (fair wear and tear excepted) required by the Contract, the Contractor shall, during the Defects Liability Period, execute all such repair, reconstruction, rectification and making good of defects, shrinkages, settlements or other faults as may be ordered, in writing, by the Employer's Agent. All such work shall be carried out in terms of the Contract and shall be completed during the Defects Liability Period or, if necessary, within such time thereafter as the Employer's Agent shall, in writing, allow. <sup>\*\*</sup>

### **7.8.2 Cost of making good defects**

- 7.8.2 All such remedial work shall be carried out by the Contractor,
- 7.8.2.1 At his own expense, if the necessity therefor is due to Plant, or the use of materials or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligation under the Contract,
- 7.8.2.2 However, if such remedial work is due to any other cause, such work, if carried out by the Contractor, shall be valued and paid for in accordance with Clause 6.4, *provided that an additional budget would be available to compensate the Contractor. In the absence of such budget, there would be no obligation for the Contractor to make good any defects, unless he would be prepared to do such for free.*

### **7.8.3 Remedy on Contractor's failure to carry out required work**

- 7.8.3 If the Contractor shall fail, within 28 days of receipt of written notice from the Employer's Agent, to do any remedial work required by the Employer's Agent, the Employer shall be entitled to have such work done by his own workmen or by others, and:
- 7.8.3.1 If such work should have been done by the Contractor at his own expense, the Employer shall be entitled to recover from the Contractor the cost thereof, *for example via the use of retention moneys or (part of) the Guarantee, if available.*
- 7.8.3.2 If the cost of such work, had it been done by the Contractor, would have been assessed and paid for as specified in Clause 7.8.2.2, the Employer shall be entitled to recover from the Contractor the amount by which the actual cost exceeds the cost which would have been so paid to the Contractor.

## **7.9 Urgent remedial work**

### **7.9.1 Urgent remedial work**

- 7.9.1 I If, by reason of any accident or failure, or other event at, on, or in connection with the Works or any part thereof, either during the execution of the Works or during the Defects Liability Period (if any), any remedial or other repair work shall be urgently necessary for the safety and protection of the Works, or persons, or property, and the Contractor is not available or is unable to do such work, the Employer may have the necessary work or repair done by his own workmen or by others.

*If the work so done by the Employer is work which the Contractor was liable to do at his own expense under the Contract, all costs incurred by the Employer in so doing shall be determined by the Employer's Agent and the Employer shall be entitled to recover from the Contractor such amount. If the work so done is work for which the Contractor was not liable, the Employer will fund the remedial work with money from outside the contract*

## **8. RISKS AND RELATED MATTERS**

### **8.1 Protection of the Works**

#### **8.1.1 Protection of the Works**

- 8.1.1 The Contractor shall protect the Works properly and shall so arrange his operations that they pose no danger, and cause the least possible inconvenience to the public and/or to vehicle and pedestrian traffic. For this purpose, he shall, inter alia, provide and maintain sufficient Temporary Works, road signs, lights, barricades, fencing and guarding as may be necessary or required by any act, regulation, including *the Occupational Health and Safety Act (Act 85 of 1993)*, South African Road Traffic Signs Manual, or statutory authority.

#### **8.1.2 Pollution prevention and interferences**

- 8.1.2 All operations necessary for the execution of the Works shall, as far as compliance with the requirements of the Contract permits, be carried out in such a manner as not to cause Unnecessary noise or pollution, or to interfere unnecessarily or improperly with, or encroach upon the use of public services, or access to, use and occupation of public or private roads and footpaths or properties, whether in the possession of the Employer or of any other person.

#### **8.1.3 Excessive loads and traffic**

- 8.1.3 The Contractor shall use every reasonable means to prevent any of the roads or bridges to, or in the vicinity of the Site from being subjected to damage by excessive loads or disruption due to excessive traffic occasioned by the transport arrangements of the Contractor.

#### **8.1.4 Indemnity by Contractor**

- 8.1.4 The Contractor indemnifies the Employer against any liability arising out of the Contractor's non-compliance with his obligations in terms of this Clause.

#### **8.1.5 Prices for protection of the works**

- 8.1.5 The Contractor shall be deemed to have allowed in his rates and/or prices for all obligations in terms of this Clause except insofar as provision is made in the Pricing Data (*viz in the Preliminary & General section of the Pricing Schedule/data*) for payment in respect of specific terms pertaining to these obligations.

### **8.2 Care of the Works**

### **8.2.1 Care of the Works**

- 8.2.1 From the date on which the Site is handed over to the Contractor to the date of the issue of a Certificate of Completion, the Contractor shall take full responsibility for the care of the Works and of all Plant intended for incorporation into the Works and materials on the Site intended for incorporation into the Works;  
Provided that, if in terms of Clause 5.14.7 the Employer's Agent shall issue a Certificate of Completion in respect of any part of the Works, the Contractor shall cease to be responsible for the care of such part and responsibility therefor shall pass to the Employer.

### **8.2.2 Damage or physical loss**

- 8.2.2 If there is any damage to the Works, or any part thereof, or to the said Plant or materials, or physical loss occurs:
- 8.2.2.1 From any cause whatsoever (other than the excepted risks defined in Clause 8.3.1) while the Contractor is responsible for the care thereof, the Contractor shall, at his own cost, repair and make good the same so that, at the issue of the Certificate of Completion, the Works or the portions of the Works to which the Certificate relates shall be in good order and condition, and in conformity with the Contract.
- 8.2.2.2 Arising from any of the excepted risks, referred to in Clause 8.3, the Contractor shall, if ordered by the Employer's Agent, repair and make good the same and the cost of such work shall be valued and paid in accordance with Clause 6.4.
- 8.2.2.3 Caused by the Contractor himself in the course of any operation carried out by him for the purpose of complying with his obligations under Clause 7.8 or in respect of work to be completed in terms of Clause 5.14.4, the Contractor shall be liable for such damage or loss.

## **8.3 Excepted risks**

### **8.3.1 Excepted risks**

- 8.3.1 The excepted risks are risks of damage or physical loss or any other loss caused by or arising directly or indirectly as a result or consequence of:
- 8.3.1.1 War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not) or civil war,
- 8.3.1.2 Insurrection, rebellion or revolution,
- 8.3.1.3 Mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege,
- 8.3.1.4 Any event which, at the closing date of the tenders, is defined as a risk in terms of insurance offered by the South African Special Risks Insurance Association,
- 8.3.1.5 Any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, as amended,
- 8.3.1.6 The impact of meteorites,
- 8.3.1.7 Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- 8.3.1.8 Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuels,
- 8.3.1.9 The use of or occupation by the Employer or his employees or agents or other contractors (not employed by the Contractor) of any part of the Works,
- 8.3.1.10 The design, specification or instruction of the Employer's Agent, Employer or any of their employees or agents, or defects in the materials supplied by the Employer for incorporation in the Works,
- 8.3.1.11 The confiscation, commandeering, nationalisation, requisition or destruction of or damage to property by an order of government, or any public or local authority,

- 8.3.1.12 The fact that the value of materials, as supplied by the Employer for incorporation in the Works, exceeds the value thereof as specified by or on behalf of the Employer at the time of delivery thereof by the Employer.

## **8.4 Indemnifications**

### **8.4.1 Injury to persons and damage to property**

- 8.4.1 The Contractor:
- 8.4.1.1 Indemnifies the Employer against any liability in respect of damage to, or physical loss of the property of any person, or injury to or death of any person, and
- 8.4.1.2 Shall be liable to the Employer for damages to or physical loss of all property of the Employer that is not part of the Works, nor of the Site, arising directly from the execution of the Works;  
Provided that nothing herein contained shall render the Contractor liable in respect of:
- 8.4.1.3 The permanent use or occupation of land by reason of the Works or any part thereof,
- 8.4.1.4 The right of the Employer to construct the Works or any part thereof over under in or through any land,
- 8.4.1.5 Any nuisance, disturbance or interference arising necessarily by reason of the construction of the Works,
- 8.4.1.6 Interference, whether temporary or permanent, with any servitude or any other right which is the unavoidable result of the construction of the Works in accordance with the Contract,
- 8.4.1.7 Injuries or damage to persons or property resulting from any act, omission or neglect of the Employer, his agents, employees or other contractors (not being employed by the Contractor), or
- 8.4.1.8 Any agreement by the Employer to pay any sum by way of indemnity or otherwise, unless liability for such payment would have existed in the absence of such agreement.

### **8.4.2 Indemnity by Employer**

- 8.4.2 The Employer indemnifies the Contractor against all liability in respect of the matters referred to in the proviso to Clause 8.4.1.

## **8.5 Reporting accidents**

### **8.5.1 Reporting of accidents**

- 8.5.1 In addition to any statutory obligations, the Contractor shall, as soon as practicable, report to the Employer's Agent every occurrence on the Works or the Site which causes damage to property, or injury or death to persons. If required by the Employer's Agent, the Contractor shall submit a written report to the Employer's Agent within 48 hours of such requirement, setting out full details of the occurrence. The Employer's Agent shall have the right to make any enquiries, either on the Site or elsewhere, as to the cause and results of any such occurrence and the Contractor shall make available to the Employer's Agent the necessary facilities for carrying out such enquiries.

## **8.6 Insurances**

### **8.6.1 Insurances**

- 8.6.1 Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall as part of the documentation required before Commencement with Works execution in accordance with Clause 5.3.1, at his own cost, effect and maintain the following insurances in the joint names of the Employer and the Contractor:
- 8.6.1.1 Insurance of the Works, Plant intended for incorporation in the Works, and of all materials on the Site intended for incorporation in the Works against damage or

physical loss arising from whatever cause (except the causes set out in Clause 8.3.1), for the period for which the Contractor is responsible for the Works in terms of Clause 8.2.1, and for a sum insured which shall be the aggregate of:

- 8.6.1.1.1 The Contract Price,
- 8.6.1.1.2 The amount stated in the Contract Data to cover the value of Plant and materials supplied by the Employer for incorporation in the Works and not included in the Contract Price, and
- 8.6.1.1.3 The amount stated in the Contract Data to cover professional fees, not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables.
- 8.6.1.2 A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association unless otherwise stated in the Contract Data.
- 8.6.1.3 Liability insurance that covers the Employer as well as the Contractor against their respective liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if there is one, or otherwise to the issue of the Certificate of Completion for a limit of indemnity stated in the Contract Data;  
Provided that the insurance shall include a cross-liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured parties. Where the execution of the Works involves the risk of removal of or interference with support to adjoining properties including land or structures, or any structures to be altered or added to, the Contractor shall effect and maintain insurance against the death or injury to persons, or damage to such property consequent on such removal or interference with support, until such portion of the Works has been completed.
- 8.6.1.4 Such other additional or varied insurances as are stated in the Contract Data.

#### **8.6.2 Liability for deductibles**

- 8.6.2 The Contractor shall be liable for the payment of the deductibles in respect of each claim settlement in terms of the policies effected by the Contractor.

#### **8.6.3 Requirements relating to subcontractors**

- 8.6.3 In respect of subcontractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the subcontractors have effected such insurance.

#### **8.6.4 Contractor to effect insurances obtainable**

- 8.6.4 Save as otherwise provided in the Contract, nothing herein contained shall oblige the Contractor to effect any insurance which is not generally obtainable from a registered insurer in South Africa.

#### **8.6.5 Employer to approve insurance policy**

- 8.6.5 Save as otherwise provided in the Contract Data, the insurances referred to in Clause 8.6.1 shall be effected with an insurance company registered in South Africa and the terms thereof shall be subject to approval by the Employer, which approval shall not be unreasonably policy withheld.

#### **8.6.5 Contractor to produce proof of payment**

- 8.6.6 The Contractor shall produce to the Employer's Agent the policies by which the insurances are effected and proof of the due payment of all premiums thereunder and of the continuity of the policies for the required period *no later than 14 days before site handover*.

#### **8.6.7 \*Remedy on Contractors failure to insure\***



## 9. TERMINATION OF CONTRACT

### 9.1 Termination of Contract

#### 9.1.1 Termination due to external events

- 9.1.1 If during the currency of the Contract, the accepted risks set out in clause 8.3.1.1 occur in any part of the world, and if any such event shall materially affect the carrying out or cost of the Works, the Contractor shall, unless and until the Contract is terminated in terms of this Clause, endeavour to complete the execution of the Works to the best of his ability;

Provided that the Employer shall be entitled, at any time after such event, to terminate the Contract by giving written notice to the Contractor and, upon such notice being given, the Contract shall (save as to the rights of the parties under this Clause) terminate forthwith but without prejudice to the rights of either party in respect of any antecedent breach thereof.

#### 9.1.2 Termination due to internal events

- 9.1.2 If a state of emergency is declared by the Government, or if riot, commotion, politically motivated sabotage, acts of terrorism or disorder occur, and if any such event beyond the control of the Contractor shall materially affect the execution of the Works, or the supply of labour or materials, or physically interfere with access to the Site or constitute a material risk to persons or property associated with the Contract, the Contractor shall, unless and until the Contract is terminated in terms of this Clause, endeavour to complete the execution of the Works to the best of his ability;

Provided that:

- 9.1.2.1 Either the Employer or the Contractor shall, if such state of affairs continues for a period of at least 20 consecutive working days or for two or more periods aggregating not less than 40 working days in any period of six months, be entitled to terminate the Contract by written notice to the other party and, upon such notice being given, the Contract shall (save as to the rights of the parties under this Clause) terminate forthwith but without prejudice to the rights of either party in respect of any antecedent breach thereof; or
- 9.1.2.2 If the Employer shall undertake, in writing, to bear any resultant additional costs involved in continuing the Works, the Contractor shall not exercise his right to terminate the Contract.

#### 9.1.3 Existing structure destroyed

- 9.1.3 Where the Contract is for alterations and/or additions to an existing structure and such existing structure is substantially <sup>\*\*</sup> *damaged*, the Employer may terminate the Contract.

#### 9.1.4 Increased costs

- 9.1.4 In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3, and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled to payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3; Provided that the Contractor shall, as soon as any such increase in Cost comes to his knowledge, at least within 14 days after becoming aware of such increase in Cost, notify the Employer's Agent thereof, in writing. The provisions of Clause 6.4 shall then apply, with the necessary changes.

#### 9.1.5 Payment if Contract is terminated

- 9.1.5 If the Contract is terminated on any account in terms of this Clause, the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work

executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition:

- 9.1.5.1 The amounts payable in respect of any General Items for the work or service comprised therein that has been carried out or performed and for work and servicing that has been partially carried out or performed, a proper proportion, as certified by the Employer's Agent, of the General Items.
- 9.1.5.2 The cost of materials or goods reasonably ordered for the Works which shall have been delivered to the Contractor, or of which the Contractor is legally liable to accept delivery (such Plant, materials or goods becoming the property of the Employer upon such payment by him), *as per 6.10.2.1, 6.10.2.2 and 6.10.2.3.*
- 9.1.5.3 A sum to be certified by the Employer's Agent as being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works, inasfar as such expenditure shall not have been covered by the payments previously referred to in Clause 9.1.5,
- 9.1.5.4 The expense of removal from the Site of Construction Equipment and Temporary Works as are on the Site at the date of termination, and
- 9.1.5.5 Any additional sum payable under the provisions of Clause 9.1.4.
- 9.1.5.6 *The cost for the actual or planned hire, transport and delivery of plant to site of which the Contractor is legally liable to accept delivery, on the basis of proven costs.*

#### 9.1.6 Over-riding provisions

- 9.1.6 The provisions of this Clause shall, in the circumstances described in Clause 9.1.1, 9.1.2 and 9.1.3 apply notwithstanding anything to the contrary contained elsewhere in the Contract.

### 9.2 Termination by Employer

#### 9.2.1 Termination by Employer

- 9.2.1 If:
  - 9.2.1.1 Application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate, or presents a petition for the acceptance of the surrender of his estate as insolvent, or (being a company or close corporation) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction),
  - 9.2.1.2 The Contractor makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or if the Contractor assigns the Contract without having first obtained the Employer's written consent, or if execution is levied on his goods, or
  - 9.2.1.3 After giving effect to clause 3.2.2 the Employer's Agent certifies, in writing, to the Employer and to the Contractor, with specific reference to this Clause, that the Contractor:
    - 9.2.1.3.1 Has abandoned the Contract, or
    - 9.2.1.3.2 Has failed in terms of clause 5.3.2, to submit documentation time, or to submit acceptable documentation; or
    - 9.2.1.3.3 Has failed to commence the Works in terms of Clause 5.3 hereof, or has suspended the progress of the Works (other than in terms of clause 5.11.1) for fourteen (14) consecutive days after receiving from the Employer's Agent written notice to proceed, or
    - 9.2.1.3.4 Has failed to proceed with the Works in accordance with the approved programme or in the absence of an approved programme, in the Employer's Agent's opinion, or
    - 9.2.1.3.5 Has failed to remove Plant or materials from the Site or to demolish and redo work within fourteen (14) days after receiving from the Employer's Agent written notice that the said Plant, materials or work have been condemned and rejected by the Employer's Agent in terms of these conditions, or
    - 9.2.1.3.6 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or

- 9.2.1.3.7 Anyone, on his behalf has paid, offered or offer as payment to any person in the employ of the Employer or to the Employer's Agent, or any person in the employ of the Employer's Agent, a gratuity or reward or commission, or
- 9.2.1.3.8 Has furnished inaccurate information in the returnable documents completed at tender stage and forming part of the Contract,

then the Employer may, after giving fourteen (14) days written notice to the Contractor, (with specific reference to this Clause) to remedy the default, terminate the Contract and order the Contractor to vacate the Site and hand it over to the Employer.

The Employer may then enter the Site and the Works and expel the Contractor therefrom without thereby affecting the rights and powers conferred on the Employer or the Employer's Agent by the Contract. The Employer may complete the Works himself or may employ another contractor to complete the Works, and the Employer, or such other contractor, may use for such completion as much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper. If, Clause 9.2.1.1 is not applicable, the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances, the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site based on a right of retention until amounts due to him have been paid and neither will the Contractor be entitled to any further payments in terms of this Contract.

### **9.2.2 Payment to complete the work**

- 9.2.2 Should the amounts the Employer must pay to complete the Works exceed the sum that would have been payable to the Contractor on due completion by him, the Contractor shall, upon demand, pay to the Employer the difference. This sum shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly: Provided that, should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer.

### **9.2.3 Notices to trustee/liquidator**

- 9.2.3 If the provisions of Clause 9.2.1.1 apply, any notice or order referred to in this Clause shall be delivered to the trustee or liquidator and the rights and obligations vested in or binding on the Contractor shall vest in or be binding on the estate under sequestration or liquidation.

## **9.3 Termination by Contractor**

### **9.3.1 Termination of Contract by Contractor**

- 9.3.1 In the event that the Employer:
- 9.3.1.1 Has repudiated the Contract; or
- 9.3.1.2 Has failed to pay the Contractor the amount due in terms of any payment certificate issued by the Employer's Agent, within the time of payment provided in the Contract; or
- 9.3.1.3 Has Interfered with or obstructing the issue of any certificate; or
- 9.3.1.4 Has had his estate sequestrated (provisionally or finally) or, being a company or close corporation, going into liquidation (provisionally or finally), or
- 9.3.1.5 Has assigned the Contract without the written consent of the Contractor, the Contractor may, after giving fourteen (14) days written notice to the Employer (with specific reference to this clause) to remedy the default, terminate the Contract.

### **9.3.2 Removal of items and payment to Contractor**



9.3.2 Upon such termination:

9.3.2.1 All the provisions of the Contract, including this Clause, shall continue to apply for the purpose of:

9.3.2.1.1 Resolving any dispute, and

9.3.2.1.2 Determining the amounts payable by either the Employer or the Contractor to the other of them.

9.3.2.2 The ownership of Plant and unused materials brought onto the Site by the Contractor, and for which the Employer has not made any payment, shall revert to the Contractor and he shall, with all reasonable dispatch, remove from the Site such Plant, materials and all Construction Equipment and Temporary Works, without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property.

9.3.2.3 The Employer shall be under the same obligations to the Contractor with regard to payment as if the Contract had been terminated under the provisions of Clause 9.1 but, in addition to the payment specified in Clause 9.1.5, the Employer shall pay to the Contractor the amount of any additional loss or damage to the Contractor arising out of or in connection with or in consequence of such termination.

### 9.3.3 Other rights of the Contractor

9.3.3 Nothing in this Clause shall prejudice the right of the Contractor to exercise, either in lieu of or in addition to the rights and remedies specified in this Clause, any other rights or remedies to which the Contractor may be entitled under the Contract or common law.

### 9.3.4 Notice to trustee/liquidator

9.3.4 If the estate of the Employer shall have been sequestrated (provisionally or finally) or if the Employer, being a company or close corporation, is liquidated (provisionally or finally), any notice referred to in this Clause shall be delivered to the trustee, or provisional trustee, or the liquidator, or provisional liquidator, and all rights vesting in or binding on the Employer shall vest in or be binding on the estate under sequestration or liquidation.

## 10. CLAIMS AND DISPUTES

### 10.1 Contractor's claim

#### 10.1.1 Contractor's claim

10.1.1 The following provisions shall apply to any claim by the Contractor for an extension of time for the Practical Completion of the Permanent Works in terms of Clause 5.12, or in terms of any Clause that refers to Clause 10.1 for additional payment or compensation:

10.1.1.1 The Contractor shall, within 28 days after the circumstance, event, act or omission giving rise to such a claim has arisen or occurred, *consult the Employer's Agent about his intention to make, and, after consultation*, deliver to the Employer's Agent a written claim, referring to this Clause and setting out:

10.1.1.1 (1) the particulars of the circumstance, event, act or omission giving rise to the claim concerned,

10.1.1.1 (2) the provisions of the Contract on which he bases the claim,

10.1.1.1 (3) the length of the extension of time, if any, claimed and the basis of calculation thereof, and

10.1.1.1 (4) the amount of money claimed and the basis of calculation thereof.

10.1.1.2 If, by reason of the nature and circumstances of the claim, the Contractor cannot reasonably comply with all or any of the provisions of Clause 10.1.1.1 within the said period of 28 days, he shall:

10.1.1.2. (1) Within the said period of 28 days notify the Employer's Agent, in writing, of his intention to make the claim and comply with such of the requirements of Clause 10.1.1.1 as he reasonably can, and

10.1.1.2. (2) As soon as is practicable, comply with such of the requirements of Clause 10.1.1.1 as have not yet been complied with.

10.1.1.3 If the events or circumstances relating to the claim are of an ongoing nature, the Contractor shall, in addition to delivering the said notice within 28 days, each month deliver to the Employer's Agent, in writing, updated particulars required in terms of Clause 10.1.1.1 and, within 28 days after the end of the events or circumstances, deliver his final claim.

#### 10.1.2 Extended period for claim

10.1.2 If, in respect of any claim, the Contractor did not comply with the provisions of Clause 10.1.1 because he was not and could not reasonably have been aware of the implications of the facts or circumstances concerned, the period of 28 days referred to in Clause 10.1.1 shall commence to run from the date when he should reasonably have become so aware. The cost and time of all work done in this regard by the Contractor prior to giving such notice shall be deemed to be covered by the rates and/or prices set out in the Pricing Data and the time stated in Contract Data relating to Clause 5.5.1.

#### 10.1.3 Records of facts and circumstance for claim

10.1.3 To properly assess the extent and validity of claims submitted in terms of this Clause, the following provisions shall apply:

10.1.3.1 All facts and circumstances relating to the claims shall be circumstances investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Employer's Agent, records in a form approved by the Employer's Agent, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all Construction Equipment, labour and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.

10.1.3.2 The Employer's Agent may record facts and circumstances, additional to those recorded by the Contractor, he considers relevant and the Contractor shall, for this purpose, supply the Employer's Agent with all the information he may require.

10.1.3.3 The Employer's Agent and the Contractor shall, at the time of recording in terms of Clauses 10.1.3.1 and 10.1.3.2, set out, in writing, signed by each party and delivered to each other, their respective agreement or disagreement with regard to the correctness of the matters recorded.

10.1.3.4 Each record of an agreed fact in terms of Clause 10.1.3.3 shall in any dispute be conclusive evidence of the fact concerned.

10.1.3.5 For the purpose of this Clause, information arising from a technical investigation or analysis undertaken after the events that gave rise to the claim have occurred, shall **not** be regarded as facts or circumstances that are **required** to be recorded in terms of this Clause.

10.1.3.6 The Employer, the Employer's Agent and the Contractor shall not in any proceedings in accordance with Clauses 10.3 to 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of this Clause, if the other party to the dispute is prejudiced by such non-recording of the facts.

#### 10.1.4 Contractors failure to comply with notice period

10.1.4 If, in respect of any claim to which this Clause refers, the Contractor fails to comply with the 28 day notice period in Clause 10.1.1, as read with Clause 10.1.2, or does not deliver his final claim within 28 days after the end of the events or circumstances, the Due Completion Date shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged of all liability in connection with the claim.

#### 10.1.5 Employer's Agent's ruling on Contractor's claim

- 10.1.5 Unless otherwise provided in the Contract, the Employer's Agent shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, give effect to Clause 3.1.2 and deliver to the Contractor and the Employer his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer's Agent shall be included to the credit of the Contractor *in one of the next payment certificates, provided that the said period* of 28 days may be extended if so agreed between the Contractor and the Employer's Agent,

## **10.2 Dissatisfaction claim**

### **10.2.1 Dissatisfaction Claim**

- 10.2.1 In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Employer's Agent. This written claim shall be supported by particulars and substantiated.

### **10.2.2 Failure to claim dissatisfaction**

- 10.2.2 If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.

### **10.2.3 Employer's Agent's ruling on dissatisfaction**

- 10.2.3 The Employer's Agent shall, within 28 days after the Contractor or Employer has delivered the dissatisfaction claim to him, give effect to Clause 3.1.2 and give his adequately reasoned ruling on the dissatisfaction, in writing to the Contractor and the Employer, referring specifically to this Clause. The amount thereof allowed by the Employer's Agent, if any, shall be included to the credit of the Contractor or the Employer in the next payment certificate.

## **10.3 Dispute notice**

### **10.3.1 Dispute notice**

- 10.3.1 The Contractor or the Employer, hereinafter referred to as the parties, may deliver to the other a written notice, hereinafter referred to as a Dispute Notice, of any dispute arising out of or in connection with the Contract;  
Provided that:
- 10.3.1.1 The dispute arises from an unresolved claim.
  - 10.3.1.2 Reference shall be made to this Clause in the Dispute Notice.
  - 10.3.1.3 A copy of the Dispute Notice shall be delivered to the Employer's Agent.
  - 10.3.1.4 The Dispute Notice shall clearly state the nature of the dispute and the extent of the redress sought.
  - 10.3.1.5 The Dispute Notice shall be delivered within 28 days of the event giving rise to the dispute has arisen. Failing such delivery, the parties shall have no further right to dispute the matter.

### **10.3.2 Dispute to be referred**

- 10.3.2 If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred immediately to adjudication in terms of referred Clause 10.5, unless amicable settlement is contemplated.

### **10.3.3 Ruling in full force**

- 10.3.3 In respect of a ruling given by the Employer's Agent, and although the parties may have delivered a Dispute Notice, the ruling shall be in full force and carried into effect unless and until otherwise agreed by both parties, or in terms of an adjudication decision, an arbitration award or court judgement.

## **10.4 Amicable settlement**

### **10.4.1 Dispute resolution by amicable settlement**

- 10.4.1 The parties may at any time, without prejudice to any other proceedings, agree to settle any claim or any dispute amicably with the help of an impartial third party. Amicable settlement may include any amicable settlement technique as agreed by the parties.

### **10.4.2 Amicable settlement failure**

- 10.4.2 If the other party rejects the invitation to amicable settlement in writing or does not respond in writing to the invitation within 14 days, or amicable settlement is unsuccessful, \*\* the dispute shall be resolved by \*\* court proceedings.

### **10.4.3 Binding settlement**

- 10.4.3 Amicable settlement shall become final and binding on the parties only to the extent that it is correctly recorded as being agreed by the parties.

### **10.4.4 \*No reference of amicable settlement outcomes\***

## **10.5 Adjudication**

### **10.5.1 \*Dispute resolution by standing adjudication\***

### **10.5.2 \*Dispute resolution by ad hoc adjudication\***

### **10.5.3 \*Rules for adjudication\***

## **10.6 Disagreement with Adjudication Board's decision**

### **10.6.1\* Disagreement with Adjudication Board's decision\***

### **10.6.2 \*Failure to comply with a decision\***

### **10.6.3 \*Failure to give a decision in time\***

## **10.7 Arbitration**

### **10.7.1 \*Reference to arbitration\***

### **10.7.2 \*Rules for arbitration\***

### **10.7.3 \*Reasoned award\***

## **10.8 Court proceedings**

### **10.8.1 Reference to court**

- 10.8.1 If the Contract Data does not provide for the settlement of disputes by *adjudication* or arbitration, and if a dispute is still unresolved, the dispute shall be determined by court proceedings.

## **10.9 Appointment**

#### **10.9.1 Appointment of dispute resolving persons**

10.9.1 The dispute resolving person or persons shall be appointed by agreement of the parties. Failing agreement within seven days of either party delivering a request in writing to agree to such appointment, the person or persons shall be nominated, on the application of either party, by the President or his nominee of the South African Institution of Civil Employer's Agenting.

#### **10.10 Common provisions**

##### **10.10.1 Contractor's right to court proceedings**

10.10.1 Nothing herein contained shall deprive the Contractor of the right to institute immediate court proceedings in respect of failure by the Employer to pay the amount of a payment certificate on its due date, or to pay any amount of retention money on its due date for payment.

##### **10.10.2 Employer's Agent as witness**

10.10.2 No ruling given by the Employer's Agent in accordance with the provisions of the Contract shall disqualify him from being called as a witness and giving evidence before the arbitrator or the court on any matter whatsoever relevant to the dispute concerned.

##### **10.10.3 Court's power regarding a ruling or a decision**

10.10.3 <sup>\*\*</sup> The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent and to reconsider any *previous agreement made or decision taken in earlier stages of the dispute resolution* relevant to the matter in dispute, and neither party shall be limited in such proceedings before such <sup>\*\*</sup> court to the evidence or arguments put before the Employer's Agent for the purpose of obtaining his ruling, <sup>\*\*</sup>

#### **10.11 Continuing validity**

##### **10.11.1 Continuing validity**

10.11.1 Clauses 10.1 to 10.11 are a separate, divisible agreement from the rest of the Contract and shall remain valid and applicable notwithstanding that the Works may have been completed or that the rest of the Contract may be void or voidable, or may have been terminated for any reason.

## SECTION K

### C | SPECIAL CONDITIONS OF CONTRACT

*If one or more of the Special Conditions clauses listed below would contradict, or in any way would deviate from a corresponding clause of the GCC 2015, the Special Conditions one(s) will prevail.*

#### 1. ALTERNATIVE SPECIFICATIONS

- 1.1. Specialist outdoor sports court building companies are allowed to submit and execute their proprietary methods and designs in terms of sub surface drainage elements for the works, provided that these can be considered at least equivalent to the ones provided by the Department and have been approved by the Engineer prior to commencement of the works.

#### 2. CONSTRUCTION PERIOD AND DUE COMPLETION DATE

- 2.1. The construction period for the Works up to Practical Completion will be four (4) months, starting with the site hand over.
- 2.2. The total construction period, up to Completion of Works, will be no more than five (5) months.

#### 3. COMMENCEMENT OF THE WORK

- 3.1. Site establishment must start within two (2) weeks, and the actual works within three (3) weeks after hand-over of the site, provided that;
  - 3.1.1. The SLA has been signed;
  - 3.1.2. An official order has been issued;
  - 3.1.3. The contractor is in possession of all relevant documentation required for works execution;
  - 3.1.4. No exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail.
  - 3.1.5. All planning permission for the site and buildings has been obtained;
- 3.2. In case work has not commenced within three (3) weeks of the site hand-over, and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to terminate the contract as per clause 9.2.1 of GCC 2015.

#### **4. INVOICES**

- 4.1. All invoices submitted by the Contractor must be original and be accompanied by payment certificates, indicating the work done, the amount of tax charged (if applicable) and the total Invoice amount.
- 4.2. An invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
  - 4.2.1. The name, address and registration number of the supplier;
  - 4.2.2. The name and address of the recipient;
  - 4.2.3. An individual serialized number and the date upon which the tax invoice is issued;
  - 4.2.4. A description of the goods or services supplied;
  - 4.2.5. The payment certificate;
  - 4.2.6. The value of the payment certificate amount, the amount of tax charged and the description of the works completed;
  - 4.2.7. The purchase order number (where applicable) and the name of the project must appear on an invoice.

#### **5. IRREGULARITIES**

- 5.1. Companies are encouraged to advise the Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts

#### **6. PAYMENT FOR SUPPLIES AND SERVICES**

- 6.1. A contractor shall be paid by the Department in accordance with the services rendered as per the payment certificate.
- 6.2. There will be no payment for materials delivered to site if they have not been incorporated or installed or otherwise been made part of the permanent works. A deviation can only be considered if the Employer's Agent has approved a written request from the Contractor for a special arrangement in this regards, prior to the delivery of the materials to site, as per GCC clause 6.10.2.
- 6.3. Any query concerning the non-payment of accounts must be directed to the Department.
- 6.4. The following protocol shall apply if accounts are queried:
  - 6.4.1. Contact must be made with the Employer's Agent or, if he were to be unavailable, with his/her delegate,
  - 6.4.2. If there is no response from the EA or his delegate, the Deputy Director: Farm Services must be contacted.

6.4.3. If there is no response from the DD Farm Services, the Director: Financial Accounting Services must be contacted;

- 6.5. Information as contained on the Central Suppliers Database (CSD) must be valid/correct. Non-compliance with Tax Requirements shall affect payment.

## **7. QUALITY CONTROL/ TESTING OF PRODUCTS**

- 7.1. See GCC Section 7.4

## **8. UNSATISFACTORY PERFORMANCE**

- 8.1. The relevant clauses and sub clauses of sections 9.1, 9.2 and 9.3 from the GCC 2015 will apply.

## **9. SERVICE LEVEL AGREEMENT**

- 9.1. The successful Bidder and the Department will sign a Service Level Agreement (SLA) prior to commencement of works. A proposed program of works must be provided by the contractor for the approval of the Employers Agent within two weeks after site handover.
- 9.2. The SAICE General Conditions of Contract 2015 as amended (GCC 2015), these Special Terms and Conditions (STC), the Standard Technical Specifications (STS) and the Project Particular Specifications (PPS) as listed in this bid document, together with the Drawings, are deemed to form part of the SLA.
- 9.3. Electronic drawings are available on request. The contractor to confirm all dimensions on site and report any discrepancies to the Employers Agent.

## **10. SITE HANDOVER TO THE CONTRACTOR**

- 10.1. The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants.
- 10.2. The site will be handed back after the issuing of a Certificate of Completion to the Contractor when after a final inspection by the Employers Agent and no outstanding patent defects are found.
- 10.3. The Contractor will control the site for the contract duration. However, he/she will be in constant communication with Farm Manager as to where construction work activities will take place, and the impact these will have on the daily goings on inside the precinct.



- 10.4. Only the Contractor's own employees, his/her labour and Departmental Representatives will be allowed on site.
- 10.5. The Contractor is responsible of the administration, control and security on the site at all times during the contract duration.

## **11. WATER AND POWER**

- 11.1. The Contractor shall make the necessary arrangements for the provision of any water and power, and will make sufficient back up arrangements to mitigate the effects on the progress of the work due to scheduled or unscheduled power outings.
- 11.2. No payment will be made for the provision or use of these services, other than via the relevant line items in the Preliminary & General section of the Pricing Schedule.

## **12. LOCATION OF CAMP**

- 12.1. No housing is available, nor will (temporary) accommodation for staff or labourers be allowed at the Cedara itself.
- 12.2. No persons other than a night watchman may sleep in the camp, without the approval of the Farm Manager.
- 12.3. The contractor is to make portable toilets available for his staff and workforce, and place these in consultation with the Farm Manager or his representative.

## **13. HOUSING OF CONTRACTOR'S EMPLOYEES**

- 13.1. The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site.
- 13.2. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

## **14. LABOUR SOURCE & CAPACITY**

- 14.1 The Contractor will be required to satisfy the Department that a sufficient and experienced labor force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.

14.2 The contractor is encouraged to source labour from the project participants or local community. The Contractor will negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.

14.3 If applicable, the contractor is required to comply with any existing Expanded Public Work Projects (EPWP) prescriptions that may exist concerning the creation of job opportunities during the implementation of the Works.

14.4 The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

## **15. SECURITY & RISK**

15.1 No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.

15.2 Nobody shall enter the workshop without permission and presence of Departmental staff and no tools shall be borrowed by the contractor for the use on site or otherwise.

15.3 The Contractor shall also be responsible for safeguarding all his/her plants, machinery, equipment and materials on site. The Employers Agent shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise, no allocations will be made in terms of finances or time.

## **16. MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY**

16.1. The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.

16.2. All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.

16.3. The Contractor shall remain fully responsible for all material and plant etc. until the completed works and site have been officially handed over.

16.4. The placement and use of a temporary shipping container inside the precinct for the storage of tools and equipment will be allowed, provided that prior approval for such, including the location of the container, will have been obtained from the Farm Manager or his representative.

16.5. The Contractor must demarcate the work site clearly, using danger tape or other suitable means as per the requirements of OHS regulations.

## **17. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.**

- 17.1. The Contractor is advised that he will be held responsible for any damage to the existing paving, roads, municipal pavements, fences, boundary walls, etc., and will have to repair such damage at his expense.

## **18. DAMAGE TO PROPERTY**

- 18.1. If the Contractor or his/her employees, while engaged in the execution of the contract, shall break, deface, injure, destroy or allow to fall into disrepair any part of the Works or property belonging to the Department, or any private property including: buildings, paving, roads, fences, walls or grounds contiguous to the premises of the Department on which he or they may be employed, the Contractor will be required to repair, in a perfect and workmanlike manner, at own expense all damage to the approval of the Department. The Completion Certificate will not be issued until the Department is satisfied that all necessary remedial work has been satisfactorily completed
- 18.2. The Contractor shall take every precaution against damage or nuisance being caused by dust both to the properties of the Department and all surrounding properties and shall indemnify the Department against any claim that might arise there from.

## **19. UNDERGROUND CABLES AND PIPES**

- 19.1. If such services are discovered, immediate notification must be made to the Department and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.
- 19.2. Should the Contractor damage underground cable or pipes, such damage shall be repaired as soon and safely as possible by the Contractor.
- 19.3. The cost of making good such damage will be met by the Contractor as this must be covered by the Contractors works insurance.

## **20. DAILY RAINFALL RECORDS**

- 20.1. Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather. If none are kept, the Employers Agent is under no obligation to grant extension of the completion period for inclement weather.

## **21. INSPECTION OF WORK**

- 21.1. The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.
- 21.2. The Employers Agent may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.

## **22. NOTICE OF COVERING WORK**

- 22.1. The Contractor shall give due notice to the Employers Agent whenever any work or materials are intended to be covered in with earth or otherwise in order that their correct dimensions and quality may be ascertained before being covered.
- 22.2. The Contractor shall give due notice to the Employers Agent whenever any work or materials are intended to be covered in with earth or otherwise in order that their correct dimensions and quality may be ascertained before being covered.
- 22.3. If any such work or materials are covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Employers Agent.

## **23. SUB-CONTRACTED WORK**

- 23.1. GCC 2015, Section 4.4 (Sub-contracting) will apply.
- 23.2. The contractor shall not sub-contract the entire contract. The contractor must indicate in *Appendix 4 – Additional Information: Subcontracted Works* which part(s), if any, (s)he intends to subcontract.
- 23.3. Liabilities and obligation for the contractor when subcontracting work: See GCC clauses 23 to 25

## **24. INSURANCES**

- 24.1. All accepted approved contractors would be required to provide written proof of the following insurance's for the project awarded to them:
  - 24.1.1. Insurance against damage, destruction or loss to 50% of the value of the contract.
  - 24.1.2. Public Liability insurance.
- 24.2. The Contractor shall provide the Employer's Agent with proof that Insurance has been obtained for the contract period.
- 24.3. Refer to GCC 2015 section 8.6.1

## **25. OCCUPATIONAL HEALTH AND SAFETY**

- 25.1. Bidders (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main bidder) must ensure that they make adequate financial provision in their bids for full compliance with the *Occupational Health and Safety Act (85/1993): Construction Regulations, 2014*, as published in the *Government Gazette* of 7 February 2014, or later amendments thereto. Financial provision shall therefore be made by each Bidder for, inter alia, the following:
  - 25.1.1. Carrying out and documenting risk assessments of all work to be carried out under the contract.
  - 25.1.2. Preparation of safe work procedures.
  - 25.1.3. Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.

- 25.1.4. Preparation of a Project H&S File to include all requirements of Table 1 and Appendix 5.
- 25.1.5. Contractor to complete the Contractors Health and Safety Declaration in Appendix 5
- 25.1.6. Regular updating of all of the foregoing.
- 25.1.7. Provision of medical certificates of employees
- 25.1.8. Provision of PPE and protective clothing for employees
- 25.1.9. Complying with all H&S requirements for the duration of the contract. In case of observed non-compliance the contractor will be requested to cease all work and take corrective action.
- 25.1.10. Provision of forced ventilation (as required when working in confined spaces).
- 25.1.11. The completion and checking of the safety file upon completion of the works and handing it over to the Department.
- 25.1.12. To enable the Department to appraise the allowances that bidders have made for H&S in their bids, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations, separate items have been included in the Bill of Quantities for Health and Safety. Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid.
- 25.1.13. The Principal Contractor and Sub-Contractors must submit proof of compliance with the OHS requirements table below with the construction phase H&S plan where applicable.
- 25.1.14. The successful bidder shall be required to submit the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.
- 25.1.15. The Contractor shall pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the Act.

Table 1 – OHS Requirements and submission dates

PAM Item No.	Requirement	OHS Requirement	Submission Date
2.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	7 days before commencement on site
2.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	7 days before commencement on site
2.3	Competence of Responsible Persons	Department Requirement & OHS Act	Together with H&S plan
2.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993 (Certificate)	COIDA Requirement	Together with H&S plan
2.5	Health and Safety Organogram	Department Requirement	Together with H&S plan
2.6	Initial Hazard Identification and Risk Assessment based on the Department's assessment	Construction Regulations.	Together with H&S plan
2.7	Medical Certificate of Employees	Construction Regulations	Before commencement of construction.

## 26. INJURY TO PERSONS

26.1. Refer to GCC 8.5.1

26.2. The Contractor shall be liable for and shall indemnify the department in respect of any liability, loss, claim or proceedings whatsoever, whether arising in Common Law or by Statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the execution of the Works.

## 27. DISAGREEMENTS

27.1. **Notice of disagreement.** The Contractor has the right by written notice to the Employers Agent to require him to consider any disagreement which he raises with the Employers Agent provided the said written notice shall be given within 14 days after the cause of disagreement has arisen.

27.2. **Ruling on disagreements.** The Employers Agent shall give a ruling on the disagreement in writing to the Contractor no later than 14 days after his receipt of a written request from the Contractor requiring him to do so. The Employers Agent shall provide such a ruling with as little delay as possible. During the response time the Contractor shall not alter the status of the works under contention.

## **28. FIXED PRICE CONTRACT**

- 28.1. This contract shall **not** be subject to contract price adjustment

## **29. PRICING – COMPLETENESS OF BID**

- 29.1. Bidders are required to tender for all services, products and commissioning as specified in this document and associated plans. If he/she does not bid on all items, his/her bid will be rejected.
- 29.2. All bid/quoted prices are to be in South African currency and, for *line* items, must **exclude** VAT, which should only be added to the subtotal on the Summary Page of the Pricing Schedule.
- 29.3. All items as described in the project specification are to be priced in full.
- 29.4. Transport/Delivery costs must be included in the pricing if the Pricing Schedule does not list them separately.
- 29.5. VAT must be filled in as the sub total followed by the complete price for the entire project.
- 29.6. The Bid price page must be signed by a person legally authorized to do so.

## **30. QUANTITIES OF WORK**

- 30.1. The Contractor shall receive payment only for the works actually executed and approved by the Employer's Agent.

## **31. PROGRESS PAYMENTS**

- 31.2. For the construction works, payment shall only be paid for claims that are commensurate with the works actually executed and complete.
- 31.3. Payment for construction items will only be made against the progress as pertaining to built/installed items. Movable construction items and materials on site are **excluded** from progress payments until they have been fully installed or fitted or built up.
- 31.4. With generally one month between the issuing of payment certificates, and 2-4 weeks between the submission of the claim and payment, the contractor must be able to carry about 6-8 weeks of expenditure before he/she gets paid. With a construction time up to



Works Completion, of 12 months, this would translate to app. 10-15% of the contract value. This would exclude the advances which will have to be paid to the steel supplier.

- 31.5. The contractor shall be paid in up to a **maximum of seven (7) part payments**. Part payments will be made after the Department has certified the progress per work phase, and after successful delivery and installation (if and when required) of supply items, all in accordance with the Clause 35 (Retention).
- 31.6. Payment shall only be made for claims that are commensurate with the works actually executed and complete.
- 31.7. Work Phases/ BoQ line items do not have to be completed in their entirety in order to be included in a claim. An estimate will be made by the Employer's Agent of the degree of progress, expressed as a percentage, made with the work phase or line item. More than one work phase can be included in a claim.
- 31.8. Part payments will be made after the Employers Agent has approved the work and will be made in accordance with the Retention clause (35).
- 31.9. The penultimate payment occurs after Works completion. The final payment will be made at Final completion after the 12 months' liability period when the contractor has dealt with all defects, if any.

## **32. RETENTION**

- 32.1. A 10% retention will be withheld on payments for the duration of the construction.
- 32.2. The Department will pay out half of this retention, or 5% of the bid value as part of the second last payment at practical completion of the works. The remainder, viz 5%, will be paid out at final completion after expiry of the defect liability period 12 months after practical completion), the bidder having eliminated all defects.
- 32.3. In some instances, the Employers Agent may decide to shorten this period order to allow all payments to be completed within the financial year. However, this is not a given and the Contractor will be notified if such would be the case.
- 32.4. GCC 2015 – Section 6.5 has reference.

### **33. DEFECT LIABILITY PERIOD**

- 33.1. The defect liability period is 12 calendar months calculated from the date of the issuing of the Works Completion Certificate.
- 33.2. The contractor shall unconditionally guarantee all materials, workmanship related to the works for that period. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.
- 33.3. In addition, GCC 2015 – clause 5.16.3 (“Latent defect liability”) will apply.

### **34. CONTINGENCIES**

- 34.1. An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unforeseen additional expenditure not covered in the contract. Payment of the Contingencies allocation is therefore not a given, as the occurrence of limited, or even absence of any approved Contingencies will reduce the total amount paid out for this contract.
- 34.2. Written approval from the Employer’s Agent for the use of the Contingencies allocation is required before any purchases can be made or any work is started from this allocation.
- 34.3. After the need for contingencies has been identified and approved by the Employers Agent, the contractor will submit a quote for approval to the Employers Agent for the contingency items and services agreed upon, and as much as possible rates and amounts for materials and services that were already covered in the original pricing schedule, will be used. Where these are not available, suppliers’ quotes are to be submitted with the Contractor’s quote for the agreed upon contingencies.
- 34.4. The total costs of all contingencies shall not exceed the total of the Contingencies allocation for the project (10% of the net contract value before VAT, minus contingencies), plus the possible savings made on other work items, unless official permission for a Variation Order has been granted before the additional work has been

approved. The Employer's Agent will take a decision whether the additional work will be warranted, and will communicate that decision to the Contractor.

### **35. TIME FOR PRACTICAL COMPLETION & DUE COMPLETION TIME**

- 35.1. The project has to reach Practical Completion within **four (4) months**, calculated from the date of the site handover, and excluding the end-of-year construction break from mid-December to Mid-January.
- 35.2. The whole of the Works shall be completed within the Due Completion Date, which in this case will be **5 months after the site hand over**.
- 35.3. If the Works are delayed by any cause beyond the Contractor's control, the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.
- 35.4. The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause.
- 35.5. The date of completion will be extended only to the extent approved by the Department.
- 35.6. Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided shall not be exceeded.
- 35.7. When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.
- 35.8. Refer to the GCC 2015 Clause 5.14 (primary) and the relevant clauses of sections 5.5 – 5.10 - 5.12 – 5.13, as well as 2.2 – 2.3 – 2.4 – 4.8.

### **36. PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION**

- 36.1 If the contractor does not complete the work within the time stipulated and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance.
- 36.2 If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value.
- 36.3 The department will deduct a penalty for late completion of **0.04% of the contract value per working day delay**. This will be deducted from the retention.
- 36.4 Refer to GCC 2015 Section 5.13.

## SECTION L

### E | STANDARD TECHNICAL SPECIFICATIONS

#### 1. PRELIMINARIES & GENERAL

The contractor is to note that all insurances (UIF, workmen's compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the contractor's responsibility and attention throughout the contract duration until handover of the project. This item also includes Occupational Health & Safety Act requirements. The Department reserves the right to stop progress of the works in case of non-compliance until these conditions are complied with.

#### 2. APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

- 2.1. For the purpose of this Contract the relevant SANS 2001 Standards, and SANS 10120 Practice Codes shall apply. Where no new SANS 10120 Practice code is available, the old SABS 0120 code will apply.
- 2.2. The following (Part 2) Project Specifications sections shall in particular apply here:
  - 2.2.1. SANS 10121 – 2 A : General
  - 2.2.2. SANS 10121 - 2 AA : Small Works,
  - 2.2.3. SANS 10121 – 2 C : Site Clearance)
  - 2.2.4. SANS 10121 – 2 DA : Earthworks (Small works)
  - 2.2.5. SANS 10121 – 2 DB : Earthworks (Pipe trenches)
  - 2.2.6. SANS 10121 – 2 GA : Concrete – (Small Works).
  - 2.2.7. SANS 10121 – 2 H : Structural Steel
  - 2.2.8. SANS 10121 – 2 HB : Cladding & Sheetting

#### 3. APPLICABLE STANDARDS: MODEL PREAMBLES FOR TRADE (2008)

- 3.1. All materials to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer. The Bid shall refer to "the Model Preambles for Trade" (2008 version), issued by the Association of South African Quantity Surveyors. This covers the following categories (items in *italics* in particular apply to this contract):

Model Preambles for Trade (2008) (MPT2008)	
<i>A   General</i>	<i>B   Alterations</i>
<i>C   Earthworks</i>	<i>D   Concrete, Formwork and</i>
<i>E   Precast Concrete</i>	<i>F   Masonry</i>
<i>G   Waterproofing</i>	<i>H   Roof Coverings etc</i>
<i>I   Carpentry and Joinery</i>	<i>J   Ceilings, Partitions and Access</i>
<i>K   Floor Coverings, Wall Linings, etc</i>	<i>L   Ironmongery</i>
<i>M   Structural Steelwork</i>	<i>N   Metalwork</i>
<i>O   Plastering</i>	<i>P   Tiling</i>
<i>Q   Plumbing and Drainage</i>	<i>R   Glazing</i>
<i>S   Paintwork</i>	<i>T   Paperhanging</i>
<i>U   External Works</i>	

#### 4. MATERIALS AND CONSTRUCTION

- 4.1. All materials must be newly purchased and conform to SABS specifications for the products. This includes all items such as bricks, blocks, brick reinforcement, damp proofing, lintels, glazing, plumbing and drainage, curtains, etc... All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations. All concrete works to conform to CNCI standards and recommendations.

## 5. CONCRETE MIXES

- 5.1. All required concrete to be ready mix delivered to site.

## 6. STANDARD PLASTER & MORTAR MIXES

- 6.1. The standard plaster mixes are as listed in Table 2:

TABLE 2: STANDARD PLASTER MIXES				
PLASTER CLASS:	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
<b>Rich mix (foundations, wet areas)</b>	<b>1 : 4</b>	<b>50</b>	<b>0-10</b>	<b>130</b>
General purpose	1 : 5	50	0-40	165

- 6.2. The standard mortar mixes are as listed in Table 3:

TABLE 3: STANDARD MORTAR MIXES				
MORTAR CLASS	MIX RATIO: (By Volume)	MASONR Y CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
I	1 : 4	50	0-10	130
II	1 : 6	50	0-40	200
<b>This project</b>	<b>1 : 5</b>	<b>50</b>	<b>0-25</b>	<b>165</b>

## 7. FINISHES TO IN-SITU CONCRETE

### 7.1. Class U1 Ordinary Finish

Immediately after placing, the concrete shall be finished rough by screeding with the edge of a wooden board of straight and true line and working between guides set accurately to level. No mortar shall be added and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screeding after removing or tamping down the offending aggregate.

### 7.2. Class U2 Wood Float Finish

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a wood float. Floating shall be started as soon as the screed finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

### 7.3. Class U3 Coarse Brush Surface Finish

The concrete surface shall first be brought to a Class U1 ordinary finish. A coarse brush finish is then applied with a coarse bristle brush. "Brushing" shall be started soon after screeding to produce a uniform patterned coarse surface finish with a rough surface texture in the direction of the desired drainage direction.

#### **7.4. Class U4 Steel Float Finish**

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a steel power float. Floating shall be started as soon as the screeded finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

### **8. Concrete strength testing**

#### **8.1. Compressive strength testing**

8.1.1. Two sets of two cubes (for 7 and 28 days testing) should be tested per batch for 7 and 28 days testing. Certified lab to conduct the tests and test results to be submitted before payments for concrete bases can be made.

8.1.2. If the strength of any specimen varies by more than 15 percent of average strength, the work of which the sample was taken will be rejected. The average of three specimens gives the crushing strength of concrete. Deviations of the crushing strength by more than 10% below the required strength (25 Mpa) will result in rejection of the bases of which the samples were taken. These will be destroyed and rebuilt. Careful referencing of samples will be required.

#### **8.2. Cube test sampling & preparation**

##### **8.2.1. *Mixing of the concrete***

1. Mix the cement and fine aggregate on a water tight none-absorbent platform until the mixture is thoroughly blended and is of uniform color.
2. Add the coarse aggregate and mix with cement and fine aggregate until the coarse aggregate is uniformly distributed throughout the batch.
3. Add water and mix it until the concrete appears to be homogeneous and of the desired consistency.

##### **8.2.2. *Sampling of Cubes for Test***

1. Clean the molds and apply oil.
2. Fill the concrete in the molds in layers approximately 5 cm thick.
3. Compact each layer with not less than 35 strokes per layer using a tamping rod (steel bar 16mm diameter and 60cm long, bullet pointed at lower end)
4. Level the top surface and smoothen it with a trowel.

##### **8.2.3. *Curing of Cubes***

1. The test specimens are stored in moist air for 24 hours and after this period the specimens are marked and removed from the molds and kept submerged in clear fresh water until taken out prior to test.

### **9. SITE CLEARANCE**

#### **9.1. Applicable standards**

SANS 2001 – Construction Works Part BS1: Site Clearance. SANS 2001 standard specifications are deemed to satisfy the provisions of SANS 10400 (The application of the National Building Regulations).

#### **9.2. Cutting of trees**

- 9.2.1. *Precautions.* The contractor shall take the necessary precautions to prevent injury to persons and animals and damage to structures and other private and public property. Where necessary, trees shall be cut in sections from the top downwards.
- 9.2.2. *Branches overhanging boundaries.* The branches of trees to be left standing shall be so trimmed as not to encroach upon the space (of height at least 7m) vertically above any carriageway, railway formation, or other designated area.
- 9.2.3. *Preservation of trees.* No tree shall be cut down until the engineer has given written authorization for such work to commence.

### **9.3. Clearing**

- 9.3.1. *Clearing shall consist of:*
- 9.3.1.1. The removal of all trees, rubbish, fences, and all other material that may interfere with the construction of the work.
  - 9.3.1.2. The disposal of all material resulting from clearing.
  - 9.3.1.3. The removal of rocks and boulders of size up to 0.15m<sup>3</sup> that are lying on the surface to be cleared or exposed during the clearing operations.
  - 9.3.1.4. Where fences have to be taken down, sorting, coiling, and stacking of the material.
  - 9.3.1.5. The removal and stacking of other reusable materials as scheduled.
- 9.3.2. *Haulage.* The moving of a certain amount soil or gravel may be inherent in or unavoidable during the process of clearing. No extra payment will be made for the removal such soil or gravel.
- 9.3.3. *Re-clearing of vegetation.* If during the contract period vegetation should again grow on any portion of the site, borrow areas, or the areas that have been cleared in accordance with the specification, the Engineering Representative may, if considers it necessary, order that such area be re-cleared. Such re-clearing shall include the removal and disposal of grass, shrubs, and other vegetation, as in the first clearing operation.

### **9.4. Grubbing**

- 9.4.1. Stumps and roots larger than 75mm in diameter shall be removed to a depth of at least 600mm below the finished level and at least 100mm below the original ground level. Where the area has to be compacted, all stumps and roots including matted roots shall be removed to a depth of at least 200mm below the cleared surface.
- 9.4.2. Except in borrow areas, cavities resulting from grubbing shall be backfilled with approved material and compacted to a density at least equal to that of the surrounding ground.

### **9.5. Conservation of topsoil**

- 9.5.1. The terms of Sub-clause 5.2.2 of SANS 1200DA: 1988 shall apply.

### **9.6. Other general works specifications**

- 9.7.1 Site demarcation. The nursery layout must be pegged out by the contractor and will be checked by a Engineering representative before actual works can begin..
- 9.7.2 Safeguarding of materials. All material to be supplied and delivered to site. Proper security measures must be implemented in consultation with the school principles to safeguard it prior to installation. It is the contractor's responsibility to ensure the



correct material is delivered and measures are taken to safeguard it until the project is handed over.

- 9.7.3 SABS Compliance. Sound engineering practices and adherence to the relevant SABS construction codes should be applied to secure integrity of the structure. In the absence of compliance and proof of improvement after having been pointed out shortcomings by the Departmental representative, the contractor may be instructed to halt construction and be replaced by another contractor.
- 9.7.4 Surplus material. Surplus material will be retained by the department and should any surplus material be taken by the contractor, or any material not be supplied, payment will be made based on what has been actually used/put in (to) the scheme. All material must be checked by a departmental representative prior to installation.
- 9.7.5 Completion & Hand over. The drainage system must be fully functional on completion. Since it can only be determined if the drainage system has been installed properly during the Summer season, the final payment at Final Completion will be withheld until after a full rainy season has passed (March 2023)
- 9.7.6 Soil heaps resulting from the leveling/clearing process must be leveled before the contractor leaves the site.

2.

## **E | SCOPE OF WORKS**

### **PLEASE NOTE**

*This contract includes the construction of an outdoor combi sports court as well as the supply and installation of sub surface drainage network under the court, plus ancillary works. If the contractor is not a sub-surface drainage specialist, or has no or limited experience with the installation of subsurface drainage under sports courts, this part of the contract will have to be subcontracted to, or at least be supervised by a reputable drainage specialist. Please provide details of the subcontractor in Appendix 4.*

## **1. SCOPE OF SERVICES**

The contract covers the construction of a double combicourt for Netball/volleyball, as well as drainage & clearing works and the supply of equipment.

### **A | PREPARATORY WORK**

#### **1.1. CLEARING OF VEGETATION**

- 1.1.1. Removal of all vegetation, including grass, from the combicourt footprint & adjacent on-field area;
- 1.1.1. Removal of all shrubs, tree seedlings and trees from the embankment overlooking the combicourt area and from the surface drain around the cricket ground.
- 1.1.2. Cutting of the remaining grass on the embankment;
- 1.1.3. Clearing out of the existing field drain along court footprint and the east side of the soccer pitch;

#### **1.2. LAND SURVEY**

- 1.2.1. Topographic land survey of combicourt footprint itself and the adjacent area.
- 1.2.2. Surveying and pegging out of the exact location of the double court footprint (75 x 21.5m) as per the site plan provided.
- 1.2.3. Compilation of a map showing the combicourt footprint and (sub-) surface drainage works.

### **B | DRAINAGE WORKS**

#### **1.3. SUBSURFACE DRAINAGE**

- 1.3.1. Setting out of the drainage network.
- 1.3.2. Installation of pipes, and filter material (sand), manhole and inspection chambers;
- 1.3.3. Installation of additional proprietary drainage features if applicable.

#### **1.4. SURFACE DRAINAGE**

- 1.4.1. Bringing under a uniform slope of the surface drain running around the cricket/soccer pitch;
- 1.4.2. Application, shaping & compaction of a layer of 100mm G7 as subbase for a concrete V-drain;
- 1.4.3. Installation of formwork for the concrete V-drain
- 1.4.4. Placement and finishing of the V-drain concrete.
- 1.4.5. Construction of a drop structure at V-drain exit point next to the manhole.

#### 1.5. PITCH REHABILITATION

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- 1.5.1. Planting of instant lawn on the erroneously cleared and levelled cricket pitch section.

### C | CONSTRUCTION OF THE COMBICOURT PROPER

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#### 1.5. BASE PREPARATION

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- 1.5.1. Formation and compaction of platform to falls.
- 1.5.2. Installation of rock grid.

#### 1.6. LAYERWORKS

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- 1.6.1. Supply, process, level, boom and compact 100mm Grade G2 Base course. Including 50m<sup>3</sup> drainage layer at lower end of court.
- 1.6.2. Building up of the court floor with prime base, tack coat, chip and spray and slurry sealing layers.
- 1.6.3. Application of the all-weather sports surface and markings.

#### 1.7. CONCRETE WORKS

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- 1.7.1. Installation of kerb restraints, aprons ground sleeves and precast open channel drains.

#### 1.8. FENCING & EQUIPMENT

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- 1.8.1. Supply & installation of fencing and pedestrian gates
- 1.8.2. Supply and install removable volleyball, tennis and netball poles and nets

*Appendix 1 (Scope of Works/ Pricing schedule) lists the works in detail and provides specifications for the work to comply with.*

<b>F   DISCLAIMER</b>
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1. If the contractor has the impression that the information provided in the drawing(s) and the technical specifications/Pricing Schedule contradict each other or do otherwise not align, (s)he should point this out to the Employers Agent and ask for clarification at an early stage, but not later than before the commencement of any construction or preparatory work to those items of which unclarity exists. The same applies for purported differences between the technical specifications and schedule of quantities.
2. The Engineering Services Directorate (ESD) takes no responsibility for sheds built on the basis of this document alone without any prior involvement of ESD before (partial) completion. This involvement consists of, but is not necessarily restricted to:
  - Verification of the bid document and Drawings by ESD before procurement;
  - Presence of ESD at the handover of the site to the contractor and at the commencement of the work. The contractor is to make sure that ESD is informed of his/her intention to commence the work so that ESD presence can be assured.
  - Regular site inspections by ESD and the processing of invoices on the basis of achieved progress.

**G | LIST OF APPENDICES**

<b>APPENDIX #</b>	<b>DESCRIPTION</b>
01	BoQ/ PRICING SCHEDULE – RETURNABLE
02	FINANCIAL CAPACITY RETURNABLE
03	ADDITIONAL INFORMATION – EXPERIENCE – RETURNABLE
04	ADDITIONAL INFORMATION – SUBCONTRACTED WORKS – RETURNABLE
05	CONTRACTOR'S HEALTH AND SAFETY DECLARATION RETURNABLE
06	SITE PLAN COMBICOURT CEDARA SHOWING DRAINAGE WORKS
07	DROP STRUCTURE AND MANHOLE
08	LIST OF DRAWINGS
09	DRAWINGS

## **APPENDIX 1**

### **BOQ/ PRICING SCHEDULE**

*All quantities provided in the pricing schedule are calculated approximations provided as a first estimate to assist the bidder with his/her pricing. However, the onus is on the contractor to verify the figures before commencement of the works. No claims in terms of variation orders can be made on account of the quantities and volumes unless the figures would deviate substantially (more than 25%) from the ones provided.*

## **Section 1**

### **Preliminary & General**

#### **NOTES**

1. Only claims for those items listed against which expenditure was incurred, will be considered.
2. In case any items of the BoQ have been priced in such a manner that they lack realism, they will be balanced against other items at the start of the contract.
3. Payment of time related P&G's will generally be pro-rata the progress made and not as per the time elapsed since commencement of the works.

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>A</b>	<b>PRELIMINARY &amp; GENERAL – SANS1200 A</b>				
A .1	FIXED-CHARGE & TIME RELATED ITEMS <sup>1</sup>				
A.1.1	Contractual Requirements The sum shall cover the Contractor's initial costs of providing sureties, insurance of the Works and plant, third party or public liability insurance and unemployment insurance	Sum	1	=====	R
A.1.2	Establishment of Facilities on the Site : Facilities for Contractor				
A.1.2.1	a) Offices and storage sheds	Sum	1	=====	R
A.1.2.2	e) Ablution and latrine facilities	Sum	1	=====	R
A.1.2.4	g) Water supplies, electric power & communications	Sum	1	=====	R
A.1.3	Removal of Contractor's Site establishment on completion	Sum	1	=====	R
A.1.4	All costs and obligations to comply with the OHS Act Construction Regulations See Appendix 5 (Contractors Health and Safety Declaration) and STC Section 28 (OHS)	Sum	1	=====	R
A.1.5	<u>Supervision for the duration of the works</u>	Sum	1	=====	R
A.1.6	<u>Topological Land Survey</u>				
A.1.6.1	Surveying and pegging out of the exact location of the double court footprint (75 x 21.5m) as per the site plan provided (Appendix 7A & B)  Raw and data sets to be compiled and submitted for use by the contractor building the combicourt.	Sum	1	=====	R
A.1.6.2	Compilation of a map showing the combicourt footprint, surface and sub-surface drainage features, contour lines at 100mm intervals as well as cultural and natural features.	Sum	1	=====	R
A.1.6.3	Pegging out of the drainage lines and combicourt footprint. Solid pegs at least 1m long to be used, hammered 300mm into the ground painted with yellow road paint or white.	Sum	1	=====	R
	TIME RELATED?????????????				

<b>Sub-Total Page 1 &gt; Carry Forward To Summary Page &gt;&gt;</b>	<b>R</b>
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<sup>1</sup> The "duration of construction" applicable to a time-related item shall be a period that commences on the date on which the scheduled activity starts, or 21 days after the date of the handing over of the Site, as applicable, and concludes on the date of completion of such activity or the date of the substantial completion certificate for the Works, as applicable. <<

<sup>2</sup> Amounts or parts thereof will only be paid out if actual approved and proven expenditure has occurred. <<



ITEM #	PAYM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A.2	8.5	SUMS STATED PROVISIONALLY BY EMPLOYER'S AGENT <sup>1</sup>				
	8.5	<u>a) For work to be done by Contractor and valued in terms of the "valuation of variations" clause in the contract conditions</u>				
A.2.1		Allow for provisional sum for repairs to damaged services which could have been reasonably foreseen and for the relocation of services.	Prov. Sum <sup>1</sup>	=====	=====	R 30,000.00
A.2.2		Overheads, charges and profit on item A.2.1. Percentage tendered (11% max.): >>.....%	Sum	%	R 30,000.00	R
	8.5	<u>b) For work to be done by Nominated Sub-Contractor</u>				
A.2.3		Density tests of all soil compactions on instruction by Employer's Agent	Prov. Sum <sup>1</sup>	=====	=====	R 10,000.00
A.2.4		Overheads, charges and profit on Item A.2.3. Percentage tendered (11% max) >>.....%	Sum	%	R 10,000.00	R
A.2.5		Test cubes for concrete compression tests Sets of 2 (7 day and 28 days) cubes <i>Tests to be performed by SANAS accredited testing laboratory.</i>	Prov. Sum <sup>1</sup>	=====	=====	R 5,000.00
A.2.6		Overheads, charges & profit on Item A.2.5. Percentage tendered (11% max) >>.....%	Sum	%	R 5,000.00	R
A.2.7		Design by a drainage specialist of a drainage plan for the combicourt covering the entire playing field using a filtration type subsurface fin system with ring lines and laterals. (e.g. Flo drain from Kaytech).	Prov. Sum <sup>1</sup>	=====	=====	R 10,000.00
A.2.8		Overheads, charges & profit on Item A.2.7. Percentage tendered (11% max) >>.....%	Sum	%	R 10,000.00	R
<b>Sub-Total Page 2 &gt; Carry Forward To Summary Page &gt;&gt;</b>					<b>R</b>	

<sup>1</sup> Provisional amounts or parts thereof will only be paid out if actual approved and proven expenditure has occurred. <<<

# APPENDIX 1

## PRICING SCHEDULE

### Section 2

### Subsurface drainage

The Pricing Schedule proposes and specifies a general standard sub-surface drainage system for the combicourt as it summarized in the box below. However, as specialist outdoor sports court builder, the bidder may have used a different drainage system that has proven its functionality, in particular in the context of outdoor hardened sportcourts, for example the Flo-Drain system.

If this is the case, the bidder can either:

1. Cancel pages 4 & 5 of Section 2 in their entirety and complete BoQ Section 5 – Alternative Drainage starting from scratch listing all drainage system elements that you intend to use afresh;
2. Price those items that have been listed under Section 2 that would still apply, and use Section 5 only for those items that were not listed. In this case you would indicate N/A (Not Applicable) for all the items of Section 2 that would **not** apply.

In the case of an alternative system, a concept drawing would have to be submitted with the bid. Also, a detailed description of the various elements of the system would be required in

#### GENERAL DESCRIPTION OF THE DRAINAGE SYSTEM

*Type: Three lateral lines of 110 mm diameter sub surface slotted drainage pipes each 28mm long connected to a 60m long closed 110mm PVC collector drain, which empties in a manhole from which it runs via a 60m long closed PVC pipe to the drain exit near the cricket nets.*

/

*Pipe trench to be 600mm wide. Filter material around pipe and pipe bedding: 50/50 mix of plaster and building sand. Bedding under pipe: 100mm.*

*Pipe slope laterals:  $s = 0.7\%$ . Pipe slope collector and exit drains:  $s = 1.0\%$*

*Pipe centre placed at 150mm above trench base.*

*Inspection chambers (2x) at joints 30m apart, plus two man holes 30m apart.*

**APPENDIX 1 | PRICING SCHEDULE | SECTION 2 | SUB SURFACE DRAINAGE | PAGE 3**

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>B.1</b>	<b>SITE CLEARING &amp; GRUBBING</b>				
	<i>Clearing of the combicourt footprint and adjacent on-field area</i>				
B.1.1	Removal and disposal at an agreed upon site <500m away of all vegetation on the court footprint (75 x 21.5m = 1613m <sup>2</sup> ) and adjacent on-field area (687m <sup>2</sup> ).	M <sup>2</sup>	2300	R	R
B.1.2	Removal and disposal at an agreed upon site <500m away of all shrubs, tree saplings and trees from the embankment overlooking the combicourt area. Trunks < 75mm Ø	m <sup>2</sup>	1200	R	R
B.1.3	Cutting of the remaining grass by weed eater and disposal of the grass at an agreed upon location < 500m away from the embankment.	M <sup>2</sup>	1200	R	R
B.1.4	Removal of reed, saplings (<100mm Ø), weeds and grass from the existing app. 200m long V-drain along court footprint and the east side of the soccer pitch; disposal of the grass at an agreed upon location < 500m away from the embankment.	M <sup>2</sup>	500	R	R
B.1.5	Extra over for disposal of material removed under items B.1.1, 1.2, 1.3 & 1.4 to a location > 500m away from the footprint.	M <sup>3</sup> .km	===	R	Rate only
<b>C.1 (C1)</b>	<b>EARTHWORKS - SANS 1200D</b>				
	EXCAVATION				
	<i>Restricted excavation:</i>				
C.1.1	Excavate for restricted manhole/inspection chambers foundations or structures in all materials, and use for backfill or dispose. 2 inspection chambers (1.2m x 1.2m x 1.4m) and 1 concrete manhole (2.1m x 2.1m x 2.1m).	m <sup>3</sup>	13	R	R
<b>Sub-Total Page 3 &gt; Carry Forward To Summary Page</b>				R	

**APPENDIX 1 | PRICING SCHEDULE | SECTION 2A | SUBSURFACE DRAINAGE | PAGE 4**

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>D.1 (F1)</b>	<b>PIPE TRENCHES - SABS 1200DB</b>  <i>Trench dimensions: 85m x 600mm (wide). Depth: 900mm – 2000mm.</i>  Excavation in all materials for trenches, backfill, compact and dispose of surplus material within 500m for 200mm Ø and smaller PE pipes and trench widths of 600mm, and trench depths of:				
D.1.1	Up to 1.5m deep (50m long)	m <sup>3</sup>	38	R	R
D.1.2	Exceeding 1.5m up to 2.0m (35m long)	m <sup>3</sup>	37	R	R
	<i>Compaction &amp; levelling</i>				
D.1.3	Controlled levelling & compaction of trench	m <sup>2</sup>	51	R	R
<b>D.2 (F5)</b>	<b>BEDDING - SABS 1200LB</b>  <i>For envelope material around the PE slotted pipe</i> Provision of filter bedding and envelope cover from imported material: 50/50 mix of plaster and building sand (sieved) for:				
D.2.1	Filter bedding	m <sup>3</sup>	6	R	R
D.2.2	Envelope cover	m <sup>3</sup>	30	R	R
<b>D.3 (F6)</b>	<b>PE DRAINAGE PIPES</b>  <i>Supply, lay join bed perforated PE drainage pipes, 400 kPA, hoop stiffness, heavy duty to SABS 1601-1994 for the following:</i>				
D.3.1	110mm ID perforated pipes	m	85	R	R
<b>Sub-Total Page 3 &gt; Carry Forward To Summary Page</b>				R	

**APPENDIX 1 | PRICING SCHEDULE | SECTION 2A | SUBSURFACE DRAINAGE | PAGE 5**

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>D.4 (F.7)</b>	<b>MANHOLE - See Appendix 7B</b> <i>Supply &amp; install 1.25m diameter ID precast concrete manhole, complete with cover and frame and step irons, for the following depth:</i>				
D.4.1	2.0m deep	No.	1	R	R
	<b>Connections</b> Connect perforated/ slotted PE <b>drainage</b> pipes, SABS 1601-1994 to 110mm (closed) <b>sewer</b> pipes, sloping & vertical.				
D.4.2	110mm x 110mm Ø junction. Sections of 1m.	No.	4	R	R
D.4.3	<b>Earthworks</b>				
D.4.3.1	Installation of a manhole base layer of G7 of 2.1m x 2.1m x 200mm compacted to 93% ModAashto	m³	1.2	R	R
D.4.3.2	Backfilling of space between the manhole and pit wall in layers of 300mm & compaction to Mod Aashto 93%	m³	6	R	R
<b>D.4.4</b>	<b>Endcaps</b>				
D.4.4.1	Supply all material & labour for the installation of elbows to 110mm Ø pipes complete with manhole junctions.	No.	4	R	R
<b>D5 (F7)</b>	<b>INSPECTION CHAMBERS</b>  <i>PE Inspection chambers as per ISO 13272: 2011 with 1 inlet and 1 outlet for 110mm drainage pipes Wall thickness 6-8mm.</i>				
D.5.1	Supply & Installation of a <b>1250mm</b> high PE inspection chamber with 600mm ID.	No.	1	R	R
D.5.2	Supply & Installation of a <b>1500mm</b> high PE inspection chamber with 600mm ID.	No.	1	R	R
	<b>Earthworks</b>				
D.5.3	Installation of an inspection chamber (2x) sub-base layer of G7 of 1.2m x 1.2m x 150mm, compacted to 93% ModAashto.	M³	0.8	R	R
D.5.4	Backfilling of the space between the chambers & pit wall & compaction to Mod Aashto 93% in layers of 300mm with tamper.	M³	4	R	R
D.6	Sub surface drain exit structure as per drawing 3B	Sum	1	=====	R

**APPENDIX 1**  
**PRICING SCHEDULE**  
**Section 3**  
**Open drain**

*GENERAL DESCRIPTION OF SURFACE DRAINAGE SYSTEM*

*Two sections:*  
*(1) 85m of concrete V-drain along the length of the playing field*  
*(2) Earth lined open drain from the second manhole to discharge point 130m further down.*  
*Longitudinal slope of open drain S = 1.0%*

--

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>E</b>	<b>CONCRETE LINING FOR V-DRAIN</b>				
E.1	EARTH WORKS				
	<i>Fill between sand filter and G7 sub base for concrete V-drain lining</i>				
E.1.1	Selected backfill available from trench excavation within 500m:- selected granular material	m <sup>3</sup>	15	R	R
	<i>Compaction of the V-drain profile surface</i>				
E.1.2	Shaping and compacting of the base for the concrete lining of the V-drain as per the supplied drawing	m <sup>2</sup>	91	R	R
	<i>Sub base for the concrete lining of the V-drain</i>				
E.1.3	Supply and compact a 100mm layer of G7 on the pre-shaped V-drain profile. (Bulking Factor 1.25)	m <sup>3</sup>	12	R	R
E.2 (B.3)	CONCRETE, FORM WORK & REINFORCEMENT				
	<i>Concrete lining for V-drain. Concrete Class D - 25 Mpa/19mm with Ref 200 at 40mm from sub base surface. Mix: 1:2:3 by volume. Class II surface finish. Drain length: 85m. Horizontal width: 2 x 500mm. Thickness: 114mm. Longitudinal slope of drain: 1% Side slope of drain halves: 20% (at start) – 35% (at manhole), Distance between expansion joints (panel length): 3.00m.</i>				
	<i>Formwork: 114mm high structural timber (114 x 38mm) properly supported.</i>				
E.2.1.1	Supply and install formwork of 114 x 38mm timber in panels of 3.00 x 1.00m. Timber length.	M	200	R	R
	<i>Reinforced concrete for canal lining</i>				
E.2.1.2	25Mpa/19mm cast in formwork & steel floated finish (10 bases). Include void former. Class II finish.	M <sup>3</sup>	2.5	R	R
E.2.1.3	Void formers (10mm), sealant.	M	30	R	R
	<i>Steel mesh reinforcement sheets</i>				
E.2.1.4	Ref 200 fabric sheets. Include placement & concrete	m <sup>2</sup>	84	R	R
<b>Sub-Total Page 8 &gt; Carry forward To Summary Page</b>				<b>R</b>	



ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>F</b>	<b>DROP STRUCTURE</b> <i>See Drawing 3</i>				
F.1	EARTHWORKS				
F.1.1	<i>Sub base for strip foundation</i>				
F.1.1.2.	Excavation in soft/medium soil	m <sup>3</sup>	1.0	R	R
F.1.2	<i>Sub base for strip foundation for wall</i>				
F.1.2.1	Place and compact to ModAashto 93% a layer of 200mm of G7 as a sub base for strip foundation	M <sup>3</sup>	1.0	R	R
F.2	CONCRETE, FORM WORK & REINFORCEMENT				
	<i>Unreinforced concrete</i>				
F.1.2.3	Placement of a 700 x 200mm 20 Mpa/19mm strip foundation app 2m long for the full brick wall	M <sup>3</sup>	1.0	R	R
F.3	MASONRY				
F.3.1	<i>Full brick wall</i>				
F.3.1.1	Full brick wall app 1,5m (L) x 1.5m (H) of NFP bricks laid in stretcher bond. App. 250 bricks including B&C	m <sup>2</sup>	2.3	R	R
F.3.2	<i>Plastering</i>				
F.3.2.1	Plastering of the exposed side of the wall with a 1:4 mix of plaster sand. Finish to be smooth (steel trowel)	m <sup>2</sup>	2.3	R	R
F.4	EXTERNAL WORKS				
F.4.1	<i>Soil conservation works</i>				
F.4.1.1	Supply & Installation of Reno mattresses 2m x 1m x 300mm	No.	3	R	R
F.4.1.2	Supply & placement of hand stone for the Reno mattresses	m <sup>3</sup>	2.2	R	R
F.4.1.3	Supply & installation of synthetic needle stitched geotextile (Grade A3)	m <sup>2</sup>	10	R	R
<b>Sub-Total Page 9 &gt; Carry forward To Summary Page</b>				<b>R</b>	

## **APPENDIX 1**

### **PRICING SCHEDULE**

#### **Section 4**

### **CONSTRUCTION OF THE COMBICOURT PROPER**

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>G</b>	<b>COMBICOURT</b> <i>See Appendix 8 – Drawing 4</i>				
G.1	EARTHWORKS				
G.1.1	<i>Base course for the court</i>				
G.1.1.1.	Supply, process, level, boom and compact to 95% ModAashto a course of 100mm of G2 aggregate as a base course for the entire 1260m <sup>2</sup> base.	M <sup>3</sup>	126	R	R
G.1.1.2	Supply, process, level, boom and compact to 95% ModAashto a course of an additional 100mm of G2 aggregate as a sub base/drainage layer course in the zone that 5-7m away from the surface drain. App. area size: 500m <sup>2</sup>	m <sup>3</sup>	50	R	R
G.1.1.3	Formation and compaction of platform to falls (0.75-1%)	m <sup>2</sup>	1260	R	R
G.2	GEOTEXTILES				
G.2.1	<i>Reinforcing geotextiles for weak underlying soils</i>				
G.2.1.1	Supply & lay composite base reinforcing geotextile on top of the levelled and compacted G2 base, for example 50/50 Rockgrid.	M <sup>2</sup>	1260	R	R
G.3	CONCRETE, FORM WORK & REINFORCEMENT				
G.3.1	<i>Precast concrete</i>				
G.3.1.1	Supply and lay precast concrete Fig 12 kerb edge restraints to court perimeter	m	175	R	R
G.3.1.2	Supply and lay 260mm precast concrete open channel drains including footings and haunching (On North, west & south side).	M	106	R	R
G.3.2	<i>Unreinforced concrete</i>				
G.3.2.1	Cast 101x3mm Galvanized ground sleeves in 25 Mpa/19mm concrete bases 500x500x800mm for netball and volleyball posts.	No.	8	R	R
G.3.2.2	Installation of a 25Mpa/13mm 500mm wide apron along all sides of the court	m <sup>3</sup>	8.8	R	R
<b>Sub-Total Page 10 &gt; Carry forward To Summary Page</b>				<b>R</b>	

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>G</b>	<b>COMBICOURT (CTD)</b>				
G.4	FLOOR AND PLAYING SURFACE				
G.4.1	Priming of the floor base	m <sup>2</sup>	1260	R	R
G.4.2.	Application of a tack coat	m <sup>2</sup>	1260	R	R
G.4.3	Apply a 25-35mm Chip and Spray layer	m <sup>2</sup>	1260	R	R
G.4.4	Apply a slurry sealing layer	m <sup>2</sup>	1260	R	R
G.4.5	Apply an all-weather sports surface in four layers the final two layers of which will contain the colour pigments ((orange and green)	m <sup>2</sup>	1260	R	R
G.4.6	Sports Court Markings with non-slip marking paint in appropriate colour for the relevant sporting codes (netball, volleyball, basketball). Three sets of markings per court.	Sum	1	R	R
G.5	FENCING <i>As per Appendix 8, Drawing 4</i>				
G.5.1	Supply and Install 3600mm x 50 x 50 x 2,5mm PVC Coated Diamond Mesh Fence with 3,15mm Straining wire, 4200 x 76 x 3mm Corner Posts, 4200 x 60 x 2mm, , Intermediate posts and 32 x 2.0 mm. races in corners and at gates Top rails. Top rails <b>not</b> to be welded, but to be attached ON TOP OF the posts with clamps.	m	175	R	R
G.5.2	Supply and Install Pedestrian Gate 2100mm high x 1000mm wide	No.	3	R	R
G.6	EQUIPMENT				
G.6.1	Supply and Install Combination Netball/ Basketball posts with ring, nets and backboards	No.	4	R	R
G.6.2	Supply & Install removable Volleyball Poles with net	No.	4	R	R
G.6.3	Supply and Install removable Tennis Poles with net and winder	No.	4	R	R
<b>H</b>	<b>MISSCELLANEOUS</b>				
H.1	REGRASSING				
H.1.1	Supply, deliver and laying of instant turf <b>by a specialist supplier</b> of the area next to the court that was erroneously cleared and levelled of the grass.	M <sup>2</sup>	700	R	R
H.1.2	Scarifying of the surface and application of top soil before the laying of the sods/rolls. App.50-75mm.	m <sup>3</sup>	50	R	R
<b>Sub-Total Page 11 &gt; Carry forward To Summary Page</b>				<b>R</b>	

### SUMMARY OF SECTIONS

Page	Description	Subtotal
<i>Section 1 – P&amp;G's</i>		
1	Preliminary & General – Fixed & Time Related	R
2	Preliminary & General – Provisional Sums	R
<< <i>Subtotal P&amp;G's - Forward to Annexure A – Line 1</i>		<i>R</i>
<i>Section 2A – Subsurface Drainage</i>		
3	Clearing & Grubbing / Earthworks	R
4	Pipe Trenches/ Bedding/ Drainage Pipes	R
5	Manholes/ Inspection Chambers	R
<< <i>Subtotal Section 2A – Forward to Ann. A Line 2</i>		<i>R</i>
<i>Section 3 – Open Drain</i>		
6	Concrete lining for V-drain – Earthworks & Concrete	R
7	Drop structure – Earthworks/Concrete, Masonry/External	R
<< <i>Subtotal Section 3 – Forward to Annexure A Line 4</i>		<i>R</i>
<i>Section 4: Combicourt</i>		
8	Earthworks/ geotextiles/ Concrete works	R
9	Floor & Playing surface/ fencing/ Equipment/ Miscellaneous	R
<< <i>Subtotal Section 4 – Forward to Annexure A Line 5</i>		<i>R</i>
<i>Total Of All Sections</i>		<i>R</i>

### SUMMARY OF SCHEDULES

<i>Total Of All Sections</i>	<i>R</i>
Contingencies 10% Of Subtotal	R
<i>Subtotal Including Contingencies</i>	<i>R</i>
VAT 15%	R
<i>Total Including VAT</i>	<i>R</i>

### APPENDIX 2 - FINANCIAL CAPACITY

Contractor to complete the table below **and to submit documentation** showing the financial capacity to carry works related expenditure to at least 20% of the total contract value as per the values indicated in the table. Accepted documents are:

- Officially verified working capital statements not older than 6 months,
- Statements/declarations//To whom it may concern letters with the letterhead of the institution indicating credit facilities with the registered financial services providers
- Statements/declarations//To whom it may concern letters with the letterhead of the institution indicating credit facilities with the manufacturer/supplier offering the facility.

#	Name of institution	Credit/ Working Capital amounts
1		
2		
3		
4		
5		

### APPENDIX 3 - ADDITIONAL INFORMATION - EXPERIENCE - P.1

Please give details of projects your company, or the sub-contracted specialist company/ies, has/have been, involved in with particular reference to the construction of outdoor sports courts Provide details as per the format below. **Two rows, 8 categories for every project.** Indicate under (4) if the project in question was run by yourself, or run as a subcontractor.

	1 Project name	2 Project type/ description	3 Project Period	4 Role (self or sub-contracted
	5 Total project value <sup>1</sup>	6 Project value handled by your company <sup>1</sup>	7 Client	8 References Name & Phone #
1	1	2	3	4
	5	6	7	8
2	1	2	3	4
	5	6	7	8
3	1	2	3	4
	5		7	8
4	1	2	3	4
	5	6	7	8

### APPENDIX 3 - ADDITIONAL INFORMATION - EXPERIENCE - P.2

Please give details of projects your company, or the sub-contracted specialist company/ies, has/have been, involved in with particular reference to the

construction of outdoor sports courts Provide details as per the format below. **Two rows, 8 categories for every project.** Indicate under (4) if the project in question was run by yourself, or run as a subcontractor.

#	1 Project name	2 Project type/ description	3 Project Period	4 Role (self or sub-contracted
	5 Total project value <sup>1</sup>	6 Project value handled by your company <sup>1</sup>	7 Client	8 References Name & Phone #
5	1	2	3	4
	5	6	7	8
6	1	2	3	4
	5	6	7	8
7	1	2	3	4
	5	6	7	8
8	1	2	3	4
	5	6	7	8



**APPENDIX 4 - ADDITIONAL INFORMATION - SUBCONTRACTED WORKS**

Please list which parts of the works will be sub-contracted and whom you nominate as subcontractor. The use of the nominated sub-contractor is subject to approval by the Engineering representative. **NB – The use of a subcontractor is mandatory for the two items listed for bidders who have not submitted proof of experience/competence in Appendix 3 for the two fields.**

NO.	WORKS TO BE SUBCONTRACTED	SUB CONTRACTOR WITH CONTACT DETAILS
1		
2		
3		
4		
5		

## APPENDIX 5 - CONTRACTOR'S HEALTH AND SAFETY DECLARATION

### Contractors Health and Safety Declaration

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Department is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorised by the bidder must complete and sign the declaration hereafter in detail.

#### Declaration by Bidder

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Department's Health and Safety Specifications.
3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.

*(Tables to be completed by bidder)*

**TABLE 1: COST OF SAFETY PERSONNEL**

PERSONNEL	COSTS AS ALLOWED IN BID	NOMINATED PERSON/S
Construction Supervisor		
Construction Safety Officer		
Health & Safety Representatives		
Health and Safety Committee		

**TABLE 2: COST OF SAFETY EQUIPMENT**

<b>EQUIPMENT</b>	<b>STATE YES or NO</b>	<b>COST ALLOWED FOR IN BID</b>
<b>Hard hats</b>		
<b>Safety boots</b>		
<b>Add items as per risk assessment:</b>		

4. I hereby undertake, if my bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Department.
5. I confirm that copies of my company's approved Health and Safety Plan, the Department's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Department's personnel, the Employers Agent, visitors, and officials and inspectors of the Department of Labour.
6. I hereby confirm that, I will be liable for any penalties that may be applied by the Department in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Department will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my bid will be prejudiced and may be rejected at the discretion of the Department.

**SIGNATURE OF BIDDER .....** **DATE .....**

*(of person authorised to sign on behalf of the Bidd*

## APPENDIX 6 - BIDDER'S SCORECARD (Reference from a previous Client/Employer)

*(To be submitted with your bid documents for each project for which you claim experience points)*

### SECTION ONE: To be completed by the Bidder

<b>SHEET 1</b>					
Type of Project	Civil Engineering				
Bidder's Name:					
Project Name:					
Client/Employer Name:					
Experience Type: <i>Indicate with a ✓</i>	Outdoor sportscourt > 1000m <sup>2</sup>		15 points		
	Outdoor sportscourt ≤ 1000m <sup>2</sup>		10 points		
	Sports hall		5 points		
Start date:				<i>Must not be older than 3 years.</i>	
Completion date:					
Value (Excl. VAT): <i>Indicate with a ✓</i>	R1.0m - R 2.0m				
	> R 2.0m				
Scope/Description of work:					
<b>No. of points (Section 1) &gt;&gt;</b>					

### SECTION TWO: To be completed by the Client/Employer as above

	<i>Indicate appropriate rating with a ✓</i>		
<b>Rating:</b>	<b>Poor</b> 0 points ea.	<b>Satisfactory</b> 1 point ea.	<b>Good</b> 2 points ea.
1. Technical skills/abilities <i>(Ability to deliver appropriate &amp; effective solutions for which they were appointed and to adapt to project changes etc.)</i>			
2. Consistently met deadlines <i>(Punctual, present, able to self-manage etc.)</i>			
3. Construction supervision <i>(Foresight to prevent and ability to handle contractual claims, VOs, site issues etc.)</i>			
<b>TOTAL</b>			
<b>No. of points (section 2) &gt;&gt;</b>			

Client/Employer Name:		<b>Company Stamp (if applicable)</b>
Name of representative:		
Capacity:		
Signature:		
Date:		

Comments: (to be completed by Client/Employer if applicable)

APPENDIX 6 - BIDDER'S SCORECARD (Reference from a previous Client/Employer)					
(To be submitted with your bid documents for each project for which you claim experience points)					
SECTION ONE: To be completed by the Bidder					
SHEET <b>2</b>					
Type of Project	Civil Engineering				
Bidder's Name:					
Project Name:					
Client/Employer Name:					
Experience Type: <i>Indicate with a ✓</i>	Outdoor sportscourt > 1000m <sup>2</sup>		15 points		
	Outdoor sportscourt ≤ 1000m <sup>2</sup>		10 points		
	Sports hall		5 points		
Start date:				Must not be older than 3 years.	
Completion date:					
Value (Excl. VAT): <i>Indicate with a ✓</i>	R1.0m - R 2.0m				
	> R 2.0m				
Scope/Description of work:					
No. of points (Section 1) >>					
SECTION TWO: To be completed by the Client/Employer as above					
	<i>Indicate appropriate rating with a ✓</i>				
Rating:	Poor 0 points ea.	Satisfactory 1 point ea.	Good 2 points ea.		
1. Technical skills/abilities <i>(Ability to deliver appropriate &amp; effective solutions for which they were appointed and to adapt to project changes etc.)</i>					
2. Consistently met deadlines <i>(Punctual, present, able to self-manage etc.)</i>					
3. Construction supervision <i>(Foresight to prevent and ability to handle contractual claims, VOs, site issues etc.)</i>					
TOTAL					
No. of points (section 2) >>					
Client/Employer Name:				Company Stamp (if applicable)	
Name of representative:					
Capacity:					
Signature:					
Date:					
Comments: (to be completed by Client/Employer if applicable)					
Total no. of points for this project (sections 1 + 2) >>					

**APPENDIX 6 - BIDDER'S SCORECARD (Reference from a previous Client/Employer)***(To be submitted with your bid documents for each project for which you claim experience points)***SECTION ONE: To be completed by the Tenderer**

<b>SHEET 3</b>				
<b>Type of Project</b>	Civil Engineering			
<b>Bidder's Name:</b>				
<b>Project Name:</b>				
<b>Client/Employer Name:</b>				
<b>Experience Type:</b> <i>Indicate with a ✓</i>	Outdoor sports court > 1000m <sup>2</sup>		15 points	
	Outdoor sports court ≤ 1000m <sup>2</sup>		10 points	
	Sports hall		5 points	
<b>Start date:</b>			<i>Must not be older than 3 years.</i>	
<b>Completion date:</b>				
<b>Value (Excl. VAT):</b> <i>Indicate with a ✓</i>	R1.0m - R 2.0m			
	> R 2.0m			
<b>Scope/Description of work:</b>				
				<b>No. of points (Section 1) &gt;&gt;</b>

**SECTION TWO: To be completed by the Client/Employer as above**

	<i>Indicate appropriate rating with a ✓</i>		
<b>Rating:</b>	<b>Poor</b> 0 points ea.	<b>Satisfactory</b> 1 point ea.	<b>Good</b> 2 points ea.
1. Technical skills/abilities <i>(Ability to deliver appropriate &amp; effective solutions for which they were appointed and to adapt to project changes etc.)</i>			
2. Consistently met deadlines <i>(Punctual, present, able to self-manage etc.)</i>			
3. Construction supervision <i>(Foresight to prevent and ability to handle contractual claims, VOs, site issues etc.)</i>			
<b>TOTAL</b>			
			<b>No. of points (section 2) &gt;&gt;</b>

<b>Client/Employer Name:</b>		<b>Company Stamp (if applicable)</b>
<b>Name of representative:</b>		
<b>Capacity:</b>		
<b>Signature:</b>		
<b>Date:</b>		

**Comments:** (to be completed by Client/Employer if applicable)


**Total no. of points for this project (sections 1 + 2) >>**

**APPENDIX 6 - BIDDER'S SCORECARD (Reference from a previous Client/Employer)***(To be submitted with your bid documents for each project for which you claim experience points)***SECTION ONE: To be completed by the Bidder****SHEET 4**

Type of Project	Civil Engineering		
Bidder's Name:			
Project Name:			
Client/Employer Name:			
Experience Type: <i>Indicate with a ✓</i>	Outdoor sports court > 1000m <sup>2</sup>		15 points
	Outdoor sports court ≤ 1000m <sup>2</sup>		10 points
	Sports hall		5 points
Start date:			<i>Must not be older than 3 years.</i>
Completion date:			
Value (Excl. VAT): <i>Indicate with a ✓</i>	R1.0m - R 2.0m		
	> R 2.0m		
Scope/Description of work:			
			<b>No. of points (Section 1) &gt;&gt;</b>

**SECTION TWO: To be completed by the Client/Employer as above**

	<i>Indicate appropriate rating with a ✓</i>		
<b>Rating:</b>	<b>Poor</b> 0 points ea.	<b>Satisfactory</b> 1 point ea.	<b>Good</b> 2 points ea.
1. Technical skills/abilities <i>(Ability to deliver appropriate &amp; effective solutions for which they were appointed and to adapt to project changes etc.)</i>			
2. Consistently met deadlines <i>(Punctual, present, able to self-manage etc.)</i>			
3. Construction supervision <i>(Foresight to prevent and ability to handle contractual claims, VOs, site issues etc.)</i>			
<b>TOTAL</b>			
			<b>No. of points (section 2) &gt;&gt;</b>

Client/Employer Name:		<b>Company Stamp (if applicable)</b>
Name of representative:		
Capacity:		
Signature:		
Date:		

**Comments:** (to be completed by Client/Employer if applicable)**Total no. of points for this project (sections 1 + 2) >>**

***(To be submitted with your bid documents for each project for which you claim experience points)***

<b>SHEET 5</b>					
<b>Type of Project</b>		Civil Engineering			
<b>Bidder's Name:</b>					
<b>Project Name:</b>					
<b>Client/Employer Name:</b>					
<b>Experience Type:</b> <i>Indicate with a ✓</i>		Outdoor sportscourt > 1000m <sup>2</sup>		15 points	
		Outdoor sportscourt ≤ 1000m <sup>2</sup>		10 points	
		Sports hall		5 points	
<b>Start date:</b>				<i>Must not be older than 3 years.</i>	
<b>Completion date:</b>					
<b>Value (Excl. VAT):</b> <i>Indicate with a ✓</i>		R1.0m - R 2.0m			
		> R 2.0m			
<b>Scope/Description of work:</b>					
<b>No. of points (Section 1) &gt;&gt;</b>					

	Indicate appropriate rating with a ✓			
<b>Rating:</b>	<b>Poor</b> 0 points ea.	<b>Satisfactory</b> 1 point ea.	<b>Good</b> 2 points ea.	
1. Technical skills/abilities (Ability to deliver appropriate & effective solutions for which they were appointed and to adapt to project changes etc.)				
2. Consistently met deadlines (Punctual, present, able to self-manage etc.)				
3. Construction supervision (Foresight to prevent and ability to handle contractual claims, VO's, site issues etc.)				
<b>TOTAL</b>				
<b>No. of points (section 2) &gt;&gt;</b>				

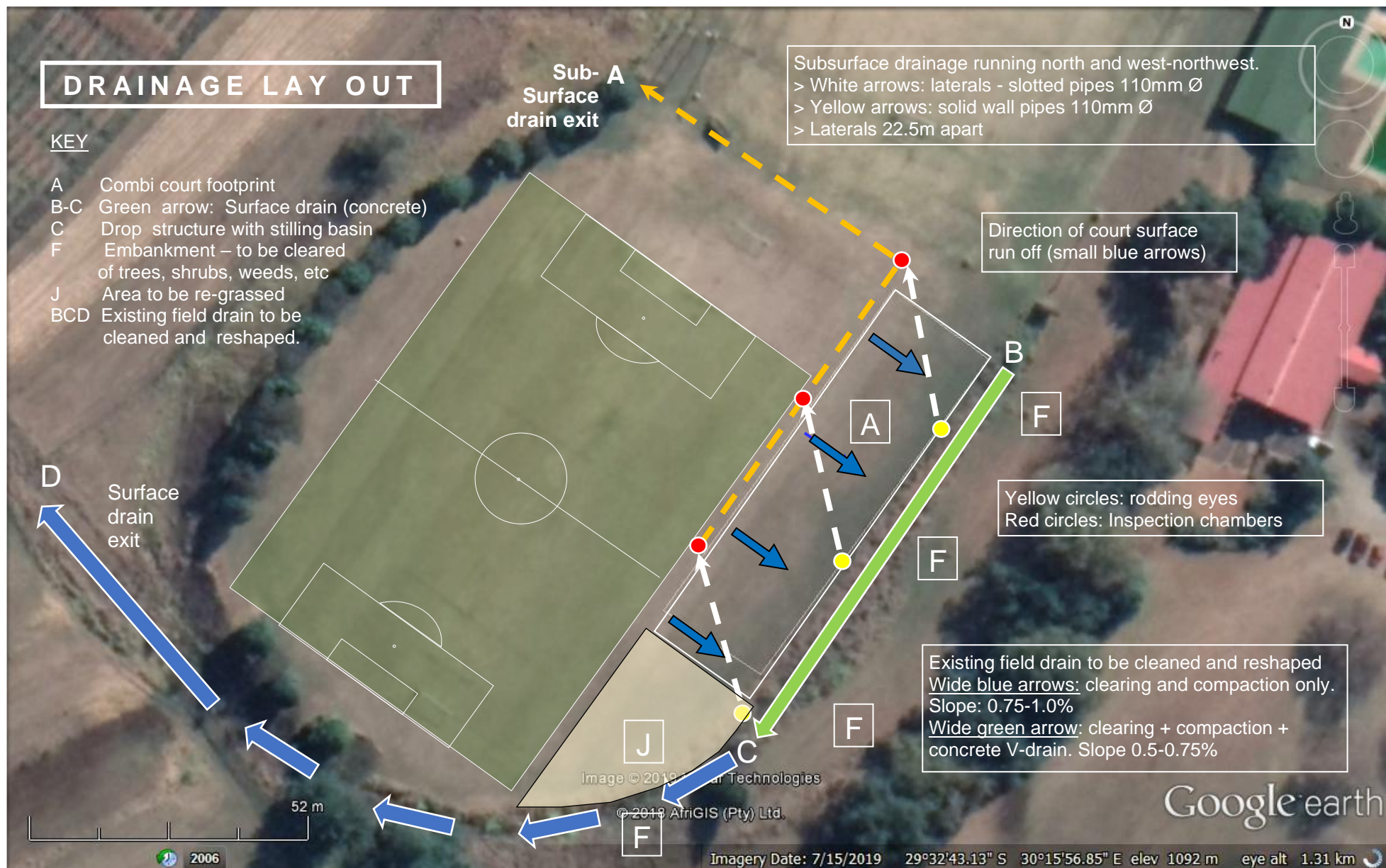
<b>Client/Employer Name:</b>		<b>Company Stamp (if applicable)</b>
<b>Name of representative:</b>		
<b>Capacity:</b>		
<b>Signature:</b>		
<b>Date:</b>		

**Comments:** (to be completed by Client/Employer if applicable)

**Total no. of points for this project (sections 1 + 2) >>**







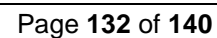


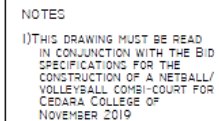
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**LIST OF DRAWINGS**

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#	DRAWING REFERENCE	DRAWING DESCRIPTION
1	OTH/RDN/2019/056	DRAWING 1 CEDARA COLLEGE COMBICOURT SUB-SURFACE DRAINAGE
2	OTH/RDN/2019/055	DRAWING 2 CEDARA COMBI COURT SURFACE DRAIN – CROSS SECTIONS
3	DRA/RDN/2023/023	DRAWING 3 – CEDARA COLLEGE COMBI COURT DROP STRUCTURE AND SUB SURFACE DRAINAG EXIT
4	OTH/RDN/2023/026	COMBI COURT FOR CEDARA COLLEGE- PLAN & ELEVATIONS
5	OTH/RDN/2023/031	LAYERWORKS





REVISIONS				
No.	DATE	DESCRIPTION	BY	CHECKED
1	03/08/23	ADD BLINDING SOURCE	RON	



1 CEDARA ROAD | CEDARA  
PRIVATE BAG X9059,  
PIETERMARITZBURG, 3200  
PHONE: 033-33428300

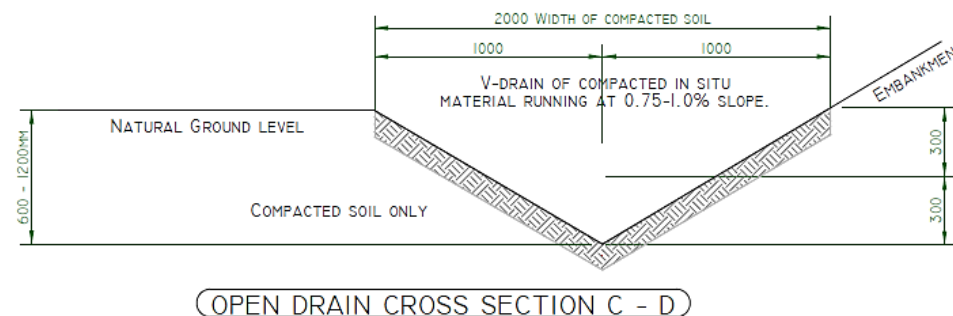
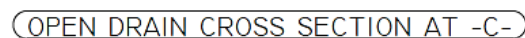
PR. ENGINEER DATE

CLIENT:

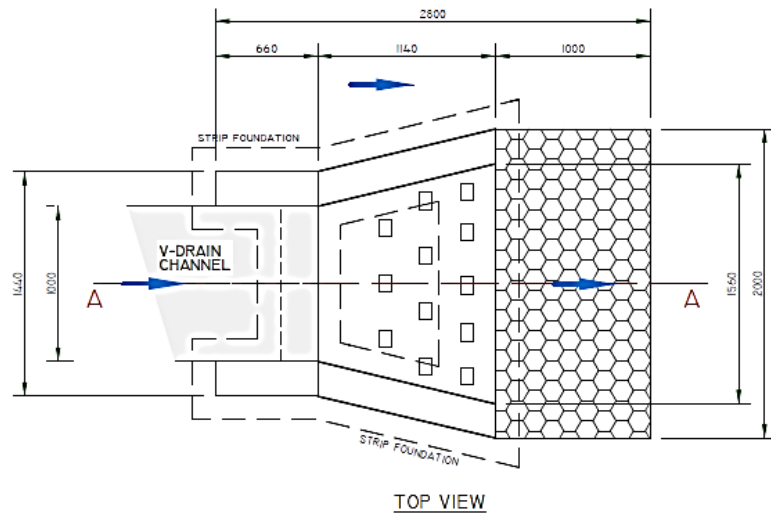
CEDARA  
COMBI-COURT  
SURFACE  
DRAIN

USE: PRELIMINARY DESIGN

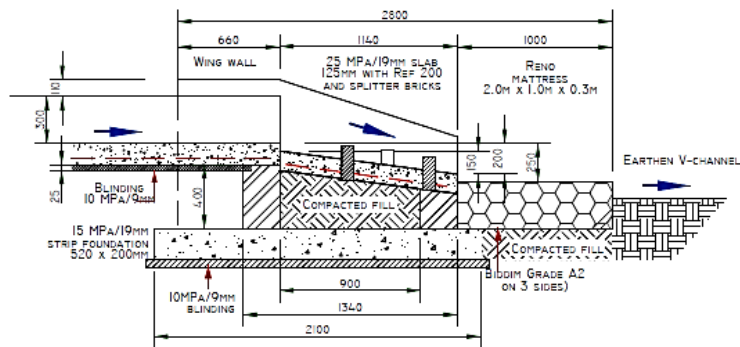
DRAWN	R. de Napp	SURVEYED	
DATE	05/03/2019	DESIGNED	
SCALE	1 : 20	CHECKED	
DRAWING REFERENCE	CAT. OTHER	INITIALS RPN	YEAR 2019
			SEQ. 905



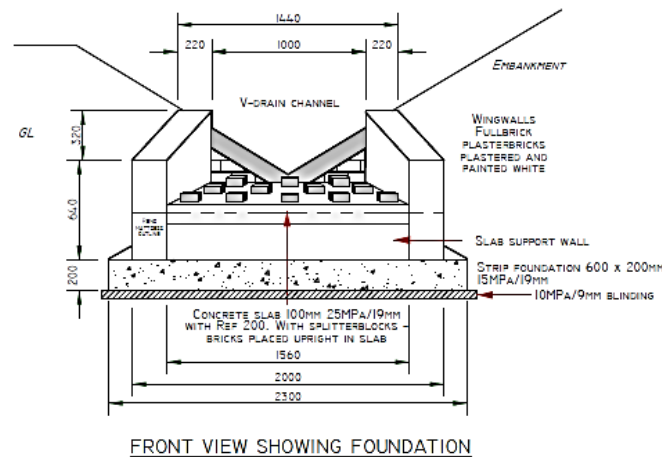
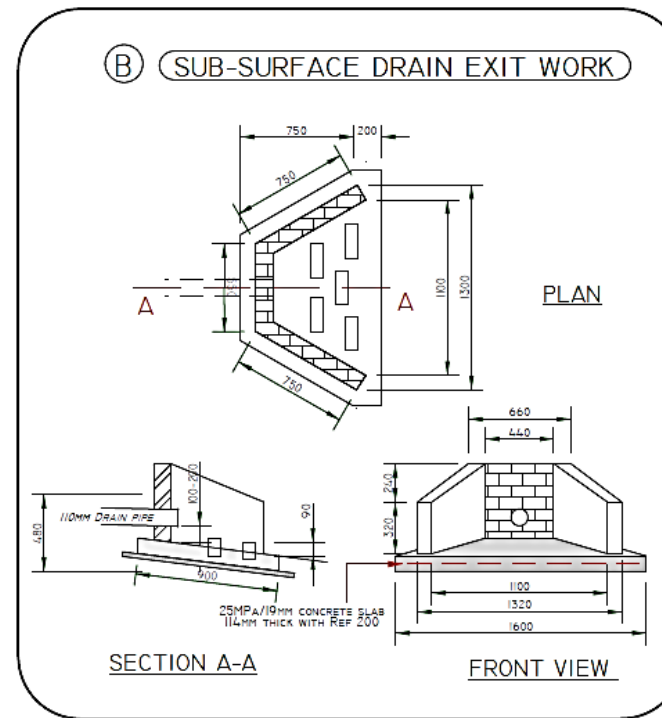
OPEN DRAIN CROSS SECTION C - D



④ DROP STRUCTURE



SECTION A-A



FRONT VIEW SHOWING FOUNDATION

REVISIONS				
NO.	DATE	DESCRIPTION	BY	CHECK
1	19/04/21	FOR CHAIRS REPLACED BY HANDSIZES NO. 1C/MH REDUCED FROM 5 TO 3 SIZES OF LATERALS LABRE	RnN	JVM

KZN DEPARTMENT  
OF AGRICULTURE &  
RURAL DEVELOPMENT



## ENGINEERING SERVICES

1 CEDARA ROAD | CEDARA |  
PRIVATE BAG X9059,  
PIETERMARITZBURG, 3200  
PHONE: 033-33428300

CHECKED FOR KINDARD

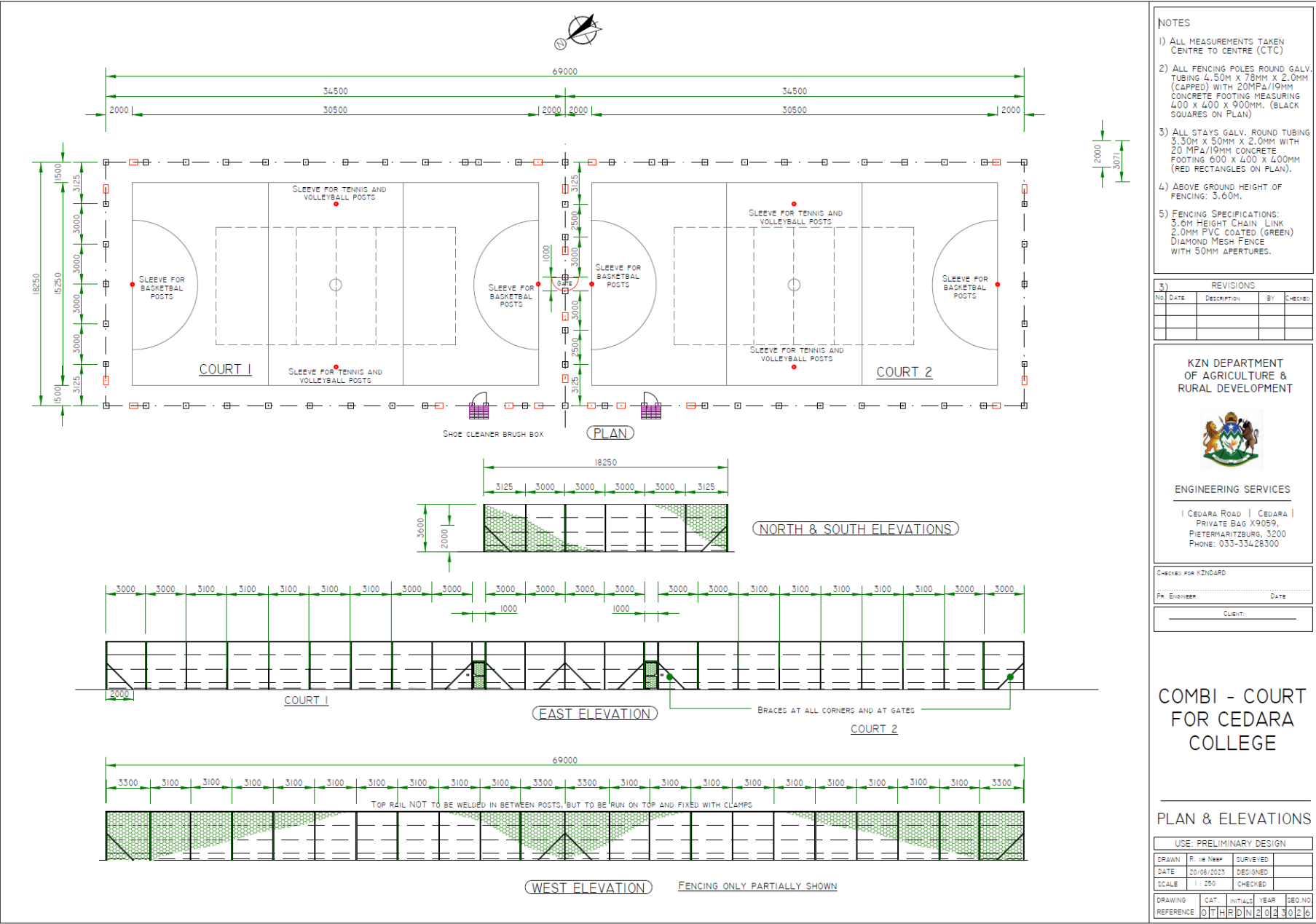
PR. ENGINEER		DATE
CLIENT:		

DRAWING 3  
CEDARA  
COLLEGE  
COMBICOURT

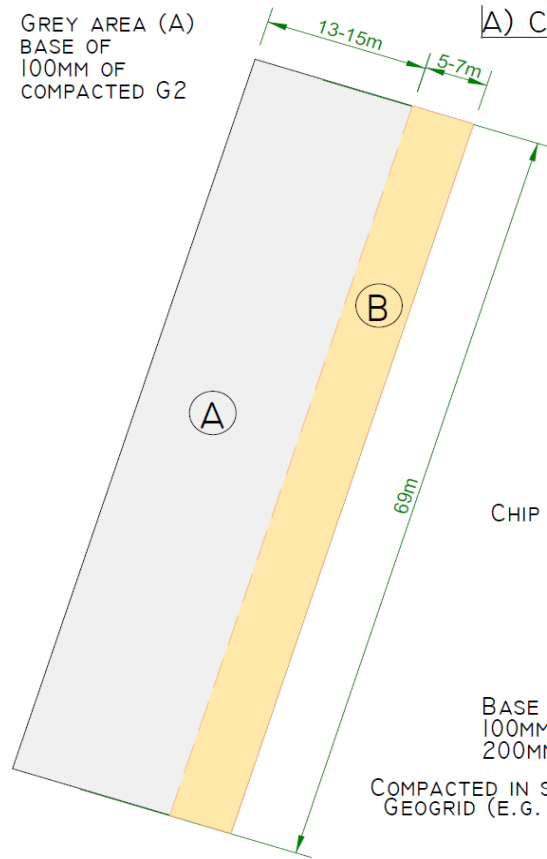
DROP STRUCTURE  
AND SUBSURFACE  
DRAIN EXIT

USE: PROCUREMENT

DRAWN	R. de Napp	SURVEYED	
DATE	31/05/2023	DESIGNED	
SCALE	1 : 30	CHECKED	
DRAWING REFERENCE	CAT. D E A R D N	INITIALS 2 0 2 3	YEAR 2 0 2 3



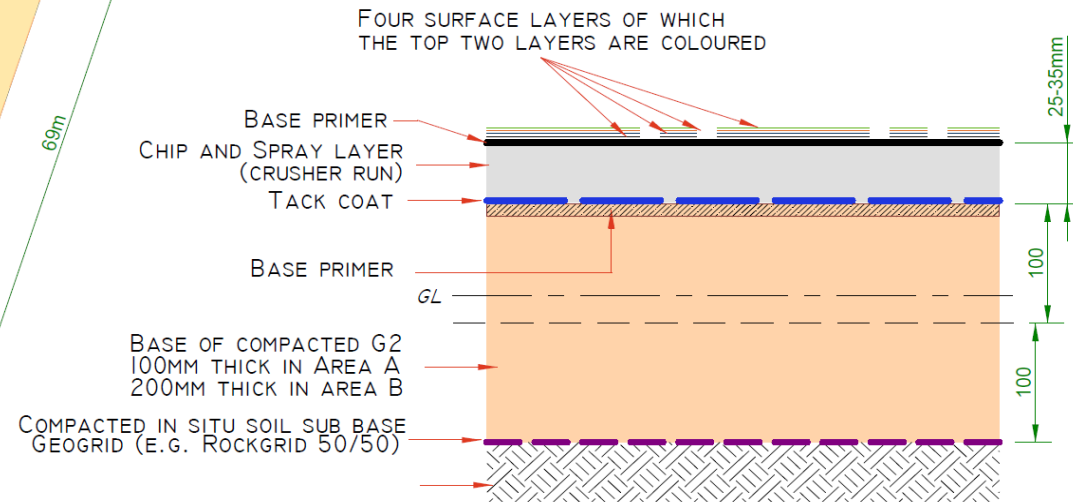
GREY AREA (A)  
BASE OF  
100MM OF  
COMPACTED G2



YELLOW AREA (B)  
APPROXIMATE AREA  
WHERE 200MM OF G2  
WILL BE REQUIRED (YELLOW)

A) COURT FOOTPRINT SHOWING COURT BASE THICKNESSES.

NTS



B) LAYER WORKS

REVISIONS				
NO.	DATE	DESCRIPTION	BY	CHECKED

KZN DEPARTMENT  
OF AGRICULTURE &  
RURAL DEVELOPMENT



ENGINEERING SERVICES

1 CEDARA ROAD | CEDARA |  
PRIVATE BAG X9059,  
PIETERMARITZBURG, 3200  
PHONE: 033-35428500

CHECKED FOR STANDARD

PR. ENGINEER DATE

CLIENT

DRAWING 1

CEDARA  
COLLEGE  
COMBI COURT

LAYER WORKS

USE: PRELIMINARY DESIGN				
DRAWN	R. J. K. N. K.	SURVEYED		
DATE	05/10/2023	DESIGNED		
SCALE	NTS	CHECKED		
DRAWING	CAT.	INITIALS	YEAR	DESIGN
REFERENCE	01	HR	01	01



**PART D:**  
**DISQUALIFYING FACTORS**

**1. All bids received shall be evaluated on the following phases of evaluation:**

- a) Stage one : Administrative Compliance
- b) Stage two : Functionality Criteria
- c) Stage three : Price and Specific Goals

**2. Compulsory administrative compliance:**

- a) Bids must meet the Special Terms and Conditions in all aspects as stipulated in the bid document.
- b) Annexure B (Bidders past experience) must be completed and signed by the bidder.
- c) All information required in the bid document must be accurate and duly completed including all the appropriate signatures.
- d) Use of correction fluid is prohibited.
- e) Any alterations must be initialled.
- f) Under no circumstances may bid forms be retyped or redrafted.
- g) Central Suppliers Database registration number.
- h) Compulsory site briefing to be attended.**
- i) Minimum level CIDB (3SH/CE) grading.**

**3. Compulsory Documents, must be submitted with a bid:**

- a) An original or certified copy of the Resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, where applicable, as per Section I.
- b) Financial capacity: A pending approval letter from financial institution (i.e. Bank Letter) will not be considered.

**4. Functionality Evaluation Criteria**

- a) The bid documents will be evaluated individually on score sheets, by a Representative evaluation panel, according to the below mentioned evaluation criteria (Relevant Experience, Financial Capacity, Equipment and Locality).
- b) All service providers who score less than minimum functionality score of **80 points** will not be considered into the next stage.
- c) The evaluation criteria are as n Table 1 below:

**TABLE 1: FUNCTIONALITY CRITERIA**

NO.	EVALUATION MATRIX	DESCRIPTION	POINTS	MEANS OF VERIFICATION
1.	Relevant Experience	<p>Previous experience of a bidder in providing <b>Construction of Sport Courts / Sport centre/ Sport Complex or Combi Court to the value of R200 000 (Each) or above</b></p> <p><b>Ten (10)</b> points will be allocated per project (maximum of <b>Four (4)</b> contracts executed)</p>	40	<p>Proof of Purchase order / Appointment letter. &amp; Reference letter / proof of payment for those projects submitted</p> <p><b>Above documents to reflect the following:</b></p> <ul style="list-style-type: none"> <li>• Description of service provided.</li> <li>• Duration</li> <li>• Project cost</li> </ul> <p>For each project attached as experience must all appear on <b>Annexure B.</b></p> <p><b>(NB: To obtain the maximum of 10 points per project, the bidder should submit the combination of the above documents)</b></p>
2.	Resources	<p><b>Financial Capacity</b></p> <ul style="list-style-type: none"> <li>• Evidence of credit facility of a minimum of five million (<b>R5000 000</b>) or more with manufactures to support that the entity is credit worth and can service its creditors.</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>• Proof of Financial capacity with registered Financial Services Board (FSB) of at least <b>R5000 000</b> or more.</li> </ul> <p><b>Transportation / Equipment / Plant</b></p> <p>Proof of access to transportation/ownership/lease agreement for vehicle/fleets(s)</p>	20	<p>Evidence of credit facility with manufacturer/supplier and/or Registered Financial Institution Or Evidence of access to any legal funding instrument Or own funds i.e bank statement</p>
			20	<p>For Company owned vehicle/s: Certified copy of Disc/ logbooks OR For leased vehicle/s: Lease agreement and Certified copy of Disc/logbooks with a lessors name (Fleet to include all of the following fleet to score the maximum points):</p> <ul style="list-style-type: none"> <li>• Minimum of one (1) TLB/Excavator</li> <li>• Minimum of one (1) Tipper truck</li> </ul>
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				<ul style="list-style-type: none"> <li>• Minimum of one (1) Roller</li> <li>• Minimum of one (1) Light Delivery Vehicle</li> </ul> <p>Failure to provide all the above listed fleet will result in scoring zero (0) points</p>
	<b>Locality</b>	Proof of Physical address <ul style="list-style-type: none"> <li>• Office of Bidder outside borders of KZN = <b>05 pts</b></li> <li>• Office of Bidder within borders of KZN = <b>20 pts</b></li> </ul>	<b>20</b>	Lease agreement; Municipal Utility Bill; SARS Tax Pin, Copy of Bank Statement (first page only) with address
<p><b>* NB : Compulsory – if service provider meets the Minimum Functionality Threshold, but fails to score a minimum of 30 points in Experience and maximum points on Resource, the bidder will be disqualified.</b></p>		<b>TOTAL</b>	<b>100%</b>	
		<b>Minimum Points</b>	<b>80</b>	

## 5. Price and Specific Goals

5.1 Procurement above R1M to R50M (80/20) the Department will allocate the Specific goal points as follows:

- a) An EME or QSE entity which is at least 100 % Black owned will be awarded **10/20 points** (as per the provisions of KZNDARD SCM Policy), and
- b) An EME or QSE entity which is owned by at least 51% black people with disabilities will be awarded **10/20 points** (as per the provisions of KZNDARD SCM Policy).

This must be supported by a CIPC or BBBEE certificate or affidavit or shares certificate register or CSD report.

Ownership verification will be conducted through CIPC, CSD and BBBEE Certificate/affidavit.

- **NB.** The Department reserves the right to verify all information submitted.
  - Non-compliance with the above shall result in elimination from further evaluation.
  - Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies.
  - Original certification should not be older than six (6) months.
  - Failure to comply with this requirement shall invalidate the bid submitted.

**ANNEXURE B**

Previous/Current Experience (*Documents and/or an extended list may be attached for further details*)

	Client Name	Construction of Sport Facilities	Contract Value	Contact Person	Contact (Work / Cell Number)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
<b>TOTAL VALUE</b>					
<b>Signed on behalf of bidder:</b>				<b>Date:</b>	

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