DBSA
DEVELOPMENT BANK OF SOUTHERN AFRICA
Building Africa's Prosperity

VOLUME 3 OF 3

THE CONTRACT

DEVELOPMENT BANK OF SOUTHERN AFRICA

Tender No. RFP192.2026

APPOINTMENT OF APPOINTMENT OF A CONTRACTOR TO SUPPLY AND INSTALL ABATTOIR EQUIPMENT AND SUPPLY FACILITY FURNITURE AT THE LEHURUTSHE BIRD AND TROPHY HUNTING FACILITY UNDER NATIONAL DEPARTMENT OF TOURISM (NDT) PROGRAMME.

Implementing Agent: **Development Bank of Southern Africa Limited** **1258 Lever Road** **Midrand Johannesburg** **Gauteng** **1685** **Contact: 011 313 3911** **As per Tender Notice and Invitation**	**Project Manager** **TBC at contracting** **Development Bank of Southern Africa Limited** **1258 Lever Road** **Midrand Johannesburg** **Gauteng** **1685** **Contact: TBC at contracting** **As per Tender Notice and Invitation**



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Email : dbsa@whistleblowing.co.za
Free Post : Free Post KZN 665 | Musgrave | 4062
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Notes:

The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

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THE CONTRACT

C1	**:**	**AGREEMENT AND CONTRACT DATA**
C2	**:**	**PRICING DATA**
C3	**:**	**PURCHASERS GOOD INFORMATION**
C4	**:**	**SITE INFORMATION**

PART 1: AGREEMENT AND CONTRACT DATA

The Conditions of Contract are the NEC3 Supply Contract (SC) April 2013 revision

Document reference	Title	No of pages
C1.1	Form of Offer and Acceptance	5
C1.2	Contract Data	9
C1.2.1	Conditions of Contract	10
C1.2.2	Contract Specific Data	5
C1.3	Performance Guarantee	4
	Total number of pages	33

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1 Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **RFP192.2026: APPOINTMENT OF A CONTRACTOR FOR EQUIPPING ABATTOIR AND FURNISHING OF LEHURUTSHE BIRD AND TROPHY HUNTING UNDER THE NATIONAL DEPARTMENT OF TOURISM (NDT) PROGRAMME**

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

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

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

Rand .....

..... (in words);

..... (in figures).

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

Signature .....

Name .....

Capacity .....

For the Tenderer

Name of Tenderer .....

Address of Tenderer .....

Name of witness .....

Signature of witness ..... Date .....

C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

C1.1.2 Acceptance

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

The terms of the contract, are contained in:

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

and the schedules, forms, drawing and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Supplier and the Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

The Supplier shall deliver the security in terms of Option X13 of the NEC3 SC Supply contract within the period stated in the Contract Data or within the period stipulated in the conditional Letter of Acceptance, whichever date is the earliest, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Purchaser 's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect, if not supplied earlier in accordance with the conditional Letter of Acceptance. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement, unless stated differently in the contract conditions, comes into effect on the date when the Supplier receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Supplier within five days of the date of such receipt notified the Purchaser in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract within parties.

Signature . . . . . .

Name . . . . . .

Capacity . . . . . .

for the Purchaser **Development Bank of Southern Africa Limited**
1258 Lever Road, Headway Hill,
Midrand, Gauteng Province

Name of witness . . . . . .

Signature of witness . . . . Date . . . . . .

Schedule of Deviations

The extent of deviations from the Tender documents issued by the Purchaser prior to the Tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.
A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here. **(Any cover letter must be referenced here if applicable, or it will not be valid as part of this submission).**
Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender documents and which it is agreed by the Parties becomes and obligation of the contract shall also be recorded here.
Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated in to the final draft of the Contract.

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

By the duly authorized representatives signing this Schedule of Deviations, the Purchaser and the Supplier agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Supplier and the Purchaser during this process of offer and acceptance.

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

For the Supplier:

Signature(s) . . .

C1.2 CONTRACT DATA

Document reference	Title	No of pages
C1.2	Contract Data	1
C1.2.1	Conditions of Contract	16
C1.2.2	Contract Specific Data	2
C1.3	Performance Guarantee	4
	Total number of pages	23

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are the **NEC3 Supply Contract (SC) April 2013**

Copies of these conditions of contract may be obtained from the South African Association of Consulting Engineers (011 463 2022) or Engineering Contract Strategies (Tel 011 803 3008, fax 011 803 3009). The Purchaser will not provide copies.

The NEC3 SC makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the NEC3 SC.

Each item of data given below is cross-referenced to the clause in the NEC3 SC to which it mainly applies.

The Contract Specific Data, General and Special Conditions (Z-clauses) of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

PARTICULAR CONDITIONS OF CONTRACT

1. GENERAL

The Particular Conditions of Contract form an integral part of the Contract. These clauses shall amplify, modify or supersede, as the case may be, the NEC3 SC Core Clause and Secondary Option Clauses to the extent specified below, and shall take precedence and shall govern.

The Z-Clauses hereafter are numbered “Z” followed in each case by a number and an appropriate heading.

The Contract Data Forms included in the NEC3 SC are replaced with the Contract Data Forms included in this Contract.

C1.2.2 CONTRACT DATA

Part one - Data provided by the *Purchaser*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1.	General	
	The *conditions* of contract are the core clauses and the clauses for Options of the NEC3 Supply Contract April 2013.	X1 Price adjustment for inflation X2: Change in law X7 Delay Damages X13: Performance bond Z:
11.2(13)	The *services* are	**APPOINTMENT OF A CONTRACTOR FOR EQUIPPING ABATTOIR AND FURNISHING OF LEHURUTSHE BIRD AND TROPHY HUNTING UNDER THE NATIONAL DEPARTMENT OF TOURISM (NDT) PROGRAMME.**
10.1	The *Purchaser* is (name)	**The Development Bank of Southern Africa Limited, a state-owned entity of the Government of South Africa**
	Address	1258 Lever Road Halfway House Midrand 1685
10.1	The *Supply Manager* is (name)	TBC
	Address	1258 Lever Road
	Tel	011 313 5082
	Fax	
	Email	TBC
	The *Adjudicator* is	Will be mutually agreed on by both Parties once a dispute arises. The Parties submit a maximum of three nominations to agree on the Adjudicator. If the Parties do not agree on the Adjudicator, the Adjudicator will be appointed by the **Association of Arbitrators of Southern Africa**
11.2(13)	The *services* are	**APPOINTMENT OF A CONTRACTOR FOR EQUIPPING ABATTOIR AND FURNISHING OF LEHURUTSHE BIRD AND TROPHY HUNTING UNDER THE NATIONAL DEPARTMENT OF TOURISM (NDT) PROGRAMME**

	Adjudicator nominating body is	**Association of Arbitrators of Southern Africa**	
	The *tribunal* is	**Arbitration**	
		• The person or organisation who will choose an arbitrator is the Chairman of the **Association of Arbitrators of Southern Africa** • if the Parties cannot agree a choice or • if the *arbitration procedure* does not state who selects an arbitrator is.	
11.2(14)	The following matters will be included in the Risk Register	**(1) Late delivery affecting Purchaser's delivery obligation** **(2) Defective equipment or goods** **(3) Noncompliance with Health and Safety Regulations including instructions implementing COVID-19 directives**	
11.2(15)	The Goods Information is in	**Part 3: Scope of Work including all documentation drawings that it refers including applicable standards**	
11.2(15)	The Supply Requirements as part of the Goods Information is in	the Attached Bills of Quantities	
13.1	*language of this contract* is	English	
12.2	*law of the contract* is	law of the **Republic of South Africa**	
13.3	The *period for reply* is	**One (1) week**	
3 Time	The *starting date* is	**TBC**	
30.1	The *delivery date* of the *goods* and *services is*	**TBC**	***delivery* date TBC**
30.2	The *Supplier* does not bring the goods to the Delivery Place more than one week before the Delivery Date	**No data required**	
31.1.	The *Supplier* is to submit a first programme for acceptance within	**Within two (2) days after order placement and to fit within the delivery times after order placement as per 30.1**	
32.2	The *Supplier* submits revised programmes at intervals no longer than	**Two (2) weeks.**	
4 Testing and Defects			
42	The *defects date* is	**Fifty-Two (52)** weeks after Delivery.	
43.2	The *defect correction period* is	**One (1)** week(s) except that: • The *defect correction period* for major defect is **Two (2)** weeks.	
42.2	The *defect access period* is	**Two (2)** days	

5 Payment		
50.1	The *assessment interval* is	**Three (3)** weeks (not more than five).
51.1	The *currency of this contract* is the	**South African Rand (ZAR)**
51.2	The period within which payments are made is	**4 weeks**
51.4	The *interest rate* is	The *interest rate* is **0%** per annum above the Prime rate of the average of the four main banks otherwise **Standard Bank** (Purchaser's Bank) rate is applicable.
8 Risks, liabilities, indemnities and insurance		
88.1	The *Supplier*'s liability to the *Purchaser* for indirect or consequential loss including loss of profit, revenue and goodwill is	**R0.00 (zero Rand)**
88.2	For any one event, the *Supplier*'s liability to the *Purchaser* for loss of or damage to the *Purchaser*'s property is limited to	**The Purchaser's existing and surrounding property in the care custody and control of the *Supplier* the amount of the deductible required by insurer from the Purchaser.**
88.3	The *Supplier*'s liability for Defects due to his design which are not notified before the last *defects date* is limited to	**The Total of the Prices plus 10%**
88.4	The *Supplier*'s total liability to the *Purchaser* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**The Total of the Prices plus 10%**
	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *goods*, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the *Supplier*) caused by activity in connection with this contract for any one event is	**Whatever the *Supplier* deems necessary in addition to what is required by law for anyone event with cross liability so that the insurance applies to the parties separately.**

	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Supplier* arising out of and in the course of their employment in connection with this contract for any one event is	**As prescribed by the compensation for Occupational injuries and diseases Act No 130 of 1993 and the *Supplier*'s common law liability for people falling outside the scope of the Act with the limit of indemnity of not less than R500 000 (Five Hundred Thousand Rand).**
88.5	• The *end of liability date* is	**Fifty-two (52) weeks** after Delivery of the whole of the *goods* and *services*.
Data for Option Clauses		
X2	**Change in the law**	
X2.1	A change in the law of	the Republic of South Africa is a compensation event if it occurs after the Contract Date
X7	**Delay damages**	
X7.1	Delay damages for delivery are	The penalty per calendar day to be calculated as per the "Public Works QS 002 Procurement Documentation Guidelines for Building Contracts dated February 2021" formula on calculations of penalties up to a maximum of 10% of the Total of the Prices. Thereafter, the *purchaser* shall have a right during the identified delay period to intervene and accelerate the work or appoint a third party to assist or complete the works to reach practical completion at the planned period. The cost of the appointed third-party work shall be borne by the *Supplier* The *Purchaser* may at its own discretion terminate this agreement if the *Supplier's* penalties reach the maximum of 10% of the Total of the Prices.
X13		
	The amount of the performance bond is	being an on-demand **Guarantee** issued by an entity registered in terms of the Short Term Insurance Act 53 of 1998 or the Banks Act 94 of 1990 and approved by the *Purchaser* – fixed at ten percent (10%) of the Contract Price at Contract Date, reducing to five percent (5%) of the Contract Price when the *Supplier* achieves last Delivery Date and expires 1 month after the *defects date*.

Amendments to core clauses		
Interpretation and the law 12	12.6:	Add a new core clause 12.6 to 12. 13 after core clause 12.5 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Supply Manager*, or the Adjudicator does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
	12.7	Headings are for convenience only and will not be taken into consideration in the interpretation of the contract.
	12.8	In this contract the references to the provisions of any law includes such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment,

		re-enactment or consolidation applies or is capable of applying to any works under this contract.
	12.9	References to a "person" include a natural person, company or any other artificial person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons.
	12.10	Time is of the essence in the performance of the Parties' respective obligations.
	12.11	Where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a working day, in which event the last day shall be the next succeeding working day.
	12.12	The rule of construction that the Contract shall be interpreted against or to the disadvantage of the party responsible for the drafting or preparation of Contract shall not apply.
	12.13	The rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.
Disclosure 15		**Delete clause 15.1 in its entirety and replace it with the following clause 15. 1 to 15.6**
	15.1	The *Supplier* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 15.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.
	15.2	If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Supply Manager*.
	15.3	In the event that the *Supplier* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Supplier*, to the extent permitted by law prior to disclosure, notifies the *Purchaser* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Supplier* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
	15.4	The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser* .
	15.5	The *Supplier* ensures that all his Sub-Suppliers abide by the undertakings in this clause.
Illegal and impossible requirements 18		Add a new core clause 18.2 Any provision in contract that is or may become illegal, invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability in such jurisdiction and shall be treated as severed from the balance of Contract in such jurisdiction, without invalidating the remaining provisions of contract in such jurisdiction or affecting it in any other jurisdiction
Assessing the amount due 50	50.2	Amend core clause 50.2 to read as follows: The amount due is

		the Price for each lump sum item in the Price Schedule which the *Supplier* has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the *Supplier* has completed by the rate, plus other amounts to be paid to the *Supplier*, less amounts to be paid by or retained from the *Supplier*. The amounted assessed as due does not include the amount for materials and goods stored off site. Any tax which the law requires the *Purchaser* to pay to the *Supplier* is included in the amount due.
Payment 51		**Amend core clause 51 by adding new core clauses 51.5 to 51.8**
	51.5	Within one week of receiving a payment certificate from the *Supply Manager* in terms of core clause 51.1, the *Supplier* provides the *Purchaser* with a tax invoice in accordance with the *Purchaser* 's procedures stated in the Goods Information, showing the amount due for payment equal to that stated in the payment certificate.
	51.6	If the *Supplier* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Purchaser* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Purchaser* in terms of core clause 51.4 is then calculated from the delayed date by when payment is to be made.
	51.7	The *Supplier* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Purchaser* 's VAT number 4740101508 on each invoice he submits for payment.
	51.8	Tax Invoice: the *Supplier* ensures that the requirement in terms of Section 20(4)(C) of the Value Added Tax Act, no 89 of 1991 (as amended by the Revenue Laws Amendment Act 45 of 2003), that the VAT registration number of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 20(4)(C), is adhered to. The *Purchaser* requires adherence by the *Supplier* to this requirement as from 1 June 2004. No payment will be made on tax invoices not fully meeting the requirement.
Notifying compensation events 61		Delete from the last sentence in core clause 61.3, "unless the *Supply Manager* should have notified the event to the *Supplier* but did not".
Reasons for termination 91		Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it": "*or had a judicial management or business rescue order granted against it (R8*)."
Termination for convenience 91.8		The *Purchaser* is entitled to terminate the Contract, at any time for the *Purchaser's* convenience, by giving notice of such termination to the *Supplier*. The termination shall take effect 28 days after the later of the dates on which the *Supplier* receives this notice or the *Purchaser* returns the performance bond and all monies held in retention, unless there are outstanding calls/claims thereon in which event, and if applicable, the *Purchaser* returns the performance bond and all monies held in retention promptly after the last of the outstanding calls/claims have been met. The *Purchaser* does not terminate the Contract under this sub-clause in order to execute the works himself or to arrange

		for the works to be executed by another supplier. The same procedures on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2 apply. The *Supplier* shall only be entitled to costs incurred at the date of termination.
Termination due to budget constraints 91.9		The Parties expressly agree and acknowledge that the works herein concerned are subject to and dependent on the availability of budget from the Client. To this end, the *Purchaser* as implementing agent shall exercise its best endeavours to ensure that throughout the performance of this Contract that the budget necessary to execute the works is properly forecasted and, to the extent reasonably possible, made available. However, should the Client notify the *Purchaser* in writing, that it does not possess the necessary budget for the financial year to continue the execution of the works, the Parties agree that: The *Purchaser* shall be entitled to, on written notice, not less than 14 (fourteen) Business Days terminate this Contract. The same procedures on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table in clause 90.2 apply. The *Supplier* shall only be entitled to costs incurred at the date of termination.
Delay damages X7		Add new clause X7.4 If the amount due for the *Supplier's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 the *Purchaser* may terminate the *Supplier's* obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

Option Z: Additional Conditions of Contract	
Z1	**Purchaser's role**
Z1.1	Client means the National Department of Tourism which appointed the Purchaser to implement the project as its agent;
Z1.2	Whereas the *Purchaser* is a Schedule 2 public entity and development finance institution with a statutory mandate to support government departments and municipalities in infrastructure development, project preparation, and capacity building, set out in the Public Finance Management Act, 1999 (Act No. 1 of 1999) ("the PFMA") as amended from time to time.
Z1.3	Whereas *Purchaser* has been appointed by the Client to act as a development and implementation support agent for the Client, *Purchaser* is entering into this Agreement in its capacity as the implementing agent and accordingly It is supporting the Client with the implementation of the Works planning, procurement and execution as contemplated in this Contract.
Z1.4	Whereas, the *Purchaser* has been identified and appointed by the Client as the implementing agent for the purpose of implementing the works.
Z1.5	Insofar as it is necessary for the *Purchaser* to perform its functions as implementing agent, the Client has granted, assigned and / or delegated to the *Purchaser* authority necessary to carry out the procurement, programme management and implementation functions of these works as contemplated in this Contract and any further related works thereto.

Z2	**Cession and Delegation of Rights**
Z2.1	The *Supplier* may not cede and delegate any of its rights and obligations (including liabilities) under this contract to any person without the written consent of the *Purchaser*.
Z2.2	Notwithstanding the above, the *Purchaser* may on written notice to the *Supplier* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities or to its client on whose behalf it acts as an Implementing Agent.
Z3	**Joint ventures**
Z3.1	If the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Purchaser* for the performance of this contract.
Z3.2	Unless already notified to the *Purchaser*, the persons or organisations notify the *Supply Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Supplier* on their behalf.
Z3.3	The *Supplier* does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Purchaser* having been given to the *Supplier* in writing.
Z4	**Change of Broad Based Black Economic Empowerment (B-BBEE) status**
Z4.1	Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier*'s B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.
Z4.2	The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Supply Manager* within thirty days of the notification or as otherwise instructed by the *Supply Manager*.
Z4.3	Where, as a result, the *Supplier's* B-BBEE status has decreased (Level 4) since the Contract Date the *Purchaser* may either re-negotiate this contract or alternatively, terminate the *Suppliers'* obligation to Provide the Works.
Z4.4	Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status may constitute a reason for termination. If the *Purchaser* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z5	**Ethics**
Z5.1	The *Purchaser* is committed to the highest standard of ethical behaviour and expects the same from all *Suppliers.*

	Any offer, payment, consideration, or benefit of any kind made by the *Supplier*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Supplier*'s obligation to Provide the Works or taking any other action as appropriate against the *Supplier* (including civil or criminal action).
Z5.2	The *Purchaser* may terminate the *Supplier'*s obligation to Provide the Works if the *Supplier* (or any member of the *Supplier* where the *Supplier* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices. Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Purchaser* or other people or organisations and including in circumstances where the *Supplier* or any such member is removed from the an approved vendor data base of the *Purchaser* as a consequence of such practice.
Z5.3	Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.
Z6	**Health, safety and the environment**
Z6.1	The *Supplier* takes all reasonable steps and precautions to assess the Site, consider and receive all relevant information on the Site and health and safety related to the *works*, maintain the health and safety of persons in and about the execution of the *works*.
Z6.2	The *Supplier* acknowledges that the Occupational Health and Safety Act No. 85 of 1993 and the regulations promulgated therein ("the Act"); and the Construction Regulations 2014 promulgated under the Act, (latest edition), including the Code of Practice: Managing exposure to SARS-CoV-2 in the workplace will in all respects be applicable to this contract and the *works*.
Z6.3	The *Supplier*, in and about the execution of the works, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Sub Suppliers, employees and others under the *Supplier's* direction and control, likewise observe and comply with the foregoing.
Z6.4	*Supplier's* liability as mandatory Notwithstanding any actions which the *Purchaser* may take, the *Supplier* accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and the regulations promulgated therein ("the Act"); and the Construction Regulations 2014 promulgated under the Act, (latest edition), including the Code of Practice: Managing exposure to SARS-CoV-2 in the workplace will in all respects be applicable to this contract and the *works*.
Z6.5	*Supplier's* Designer The *Supplier* and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction

	Regulations, 2014 for the design of the Temporary Works and those parts of the Permanent Works which the *Supplier* is responsible to design in terms of the Contract.
Z6.6	*Supplier* to notify *Purchaser* of any Incident The *Purchaser* retains an interest in all inquiries conducted under this contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993, and the regulations promulgated therein ("the Act"); and the Construction Regulations 2014 promulgated under the Act, (latest edition), including the Code of Practice: Managing exposure to SARS-CoV-2 in the workplace following any incident involving the *Supplier* and/or Sub-Supplier and/or their employees. The *Supplier* shall notify the *Purchaser* in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
Z6.7	In carrying out his obligation mandatory to the *Purchaser* for this contract in terms of Section 37(2) of the Occupational Health & Safety Act No. 85 of 1993, the *Supplier* ensures that he complies with the Act when Providing the Works or using Plant, Materials or Equipment. The *Supplier* indemnifies the *Purchaser* against loss and damage to property, death of, or injury to, a person and claims, proceedings, compensation and costs arising from the *Supplier's* transgression of the Act, except to the extent that the *Purchaser* caused the transgression.
Z7	**Assessing the amount of work which the Contract Data states the *Supplier* will do himself**
Z7.1	The Prices for the work done by the *Supplier* himself are the lump sums and the product of the quantity multiplied by the unit rates agreed to and included in the pricing schedule associated with this contract.
Z7.2	The cost of people includes amounts for meeting the requirements of law and if applicable for pension provisions.
Z7.3	The amount for equipment includes amounts paid for hired equipment and an amount for the use of equipment owned by the *Supplier* which is the amount the *Supplier* would have paid if the equipment had been hired.
Z7.4	The assessment includes risk allowances for costs and time matters which are at the *Supplier's* risk under this contract. The assessment is not revised if the forecast upon which it is based is shown by later recorded information to have been wrong.
Z7.5	The effects of compensation events upon the Prices for work done by the *Supplier* himself are assessed by forecasting the effect of a compensation event upon the cost arrived at in terms of Z7.1 to Z7.3 above or if the event has already occurred, the assessment is based on the cost due to the event which the *Supplier* has incurred.
Z7.6	The provisions above apply also to compensation events involving changes to the prices for work done by the *Supplier* himself.
Z8	**Recovery Plan**

Z8.1	Where actual progress is not in accordance with the Accepted Programme or where the *Purchaser* or *Supply Manager* is of the opinion, at any time during the execution of the *works*, that the *Supplier* will not achieve Completion on the date stated in the Accepted Programme, the *Supplier* shall prepare a recovery plan within 14 days of receipt of an instruction from the *Purchaser* or *Supply Manager* requesting such recovery plan detailing: • the *Supplier's* plan to ensure that the works will achieve Completion on the date stated in the Accepted Programme; • all additional resources which will be employed by the *Supplier* in order to ensure that the *Supplier* achieves Completion on the date stated in the Accepted Programme; any other information which may be required by the *Purchaser* or *Supply Manager* to ascertain that the *Supplier* will achieve Completion on the date stated in the most current programme.
Z9	**The Supply Manager's authority**
Z9.1	The *Purchaser* is an organ of state and has to follow certain governance protocols as provided for in legislation, government instruction or its mandate. To ensure compliance with the governance protocols the authority of the *Supply Manager* is limited and in the following they must obtain prior approval from the *Purchaser* : • change of scope of work having a cost and/or time impact; • acceptance of Sub Suppliers or subcontracting contract conditions; • giving any instruction having a cost and/or time impact; or • Acceptance of a compensation event having a cost and/or time impact. • Any cumulative effect or compensation above 20% require National Treasury approval and will not be executed without written approval from National Treasury. • Increases above the contract from 0-9.99% will require written approval of the IDD Group Executive, and above 10-19.99% require the DBSA Chief Executive Officers written approval. • Any compensation above the initial accepted forecast without written approval will be at the risk and account of the management *Supplier*.
Z9.2	The *Supply Manager* may extent any period for reply or any other response required within a prescribed time limit in this contract, by written notice of not less than three (3) days, by up to twenty-eight (28) days to obtain the necessary authority regarding the matter under consideration.
Z9.3	The *Purchaser* may, having stated his reason, instruct the *Supplier* to remove an employee. The *Supplier* then arranges that, after one day, the employee has no further connection with the work included in this contract.
Z10	**Access to Manufacturing Plant and Records**

Z10.1	The *Supplier* allows the *Supply Manager* or *Purchaser* access at any time within working hours the manufacturing facility, plant or place, to inspect the accounts and records which it is required to keep. This includes the verification of forecast and inspection of other records. The *Supplier* shall obtain the same rights and obligations from Sub-Suppliers to the benefit of the *Purchaser* .
Z11	**Environmental**
Z11.1	The *Supplier* ensures that all goods, services and works supplied in terms of this contract conform to all applicable environmental legislation and to the *Purchaser's* environmental specifications.
Z 12	**Spare and replacement parts**
Z12.1	The *Supplier* makes available for purchase the spares and replacement parts stated in the Goods Information and needed by the *Purchaser* to maintain the *goods* during its *designed working life*. Unless otherwise agreed between the Parties, the purchase price of the spares and replacement parts is the *Supplier's* costs applicable at the time of purchase to which the percentages for overheads and profit stated in the Contract Data are applied.

Z14	**Price adjustment for inflation**
Z14.1	Amend option X1 Option X1 amended by adding option X1 to be used with option F The base date for indices is the actual 12th month in the final contract document The proportions used to calculate the Price Adjustment Factor are: The indices are those prepared by **SEIFSA (after the contract date)**

C1.2.2 CONTRACT DATA

Part two - Data provided by the *Supplier*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

- The *Supplier* is

  Name . . . . . .

  Address . . . . . .

  . . . . . .

- The following matters will be included in the Risk Register

  . . . . . .

  . . . . . .

  . . . . . .

- The *percentage for overheads and profit* added to the Defined Cost is

  . . . . . %.

- The *price schedule* is in . . . . . .

- The tendered total of the Prices is . . . . . (in words)

  . . . . . .

Optional statements

If the *Supplier* is to provide Goods Information for his design

- The Goods Information for the *Supplier*'s design is in

  . . . . . .

  . . . . . .

If the *Supplier* restricts access by the *Supply Manager* and Others to work being done for this contract

- The restrictions to access for the *Supply Manager* and Others to work being done for this contract are

  . . . . . .

  . . . . . .

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is . . . . . .

If the *Supplier* is to state the *delivery date* of the *goods* and *services*

- The *delivery date* of the *goods* and *services* is

goods and *services*	*delivery date*
. . . . .	

~~**If Option Y(UK)1 is used**~~

- ~~The *project bank* is . . . . . .~~

- ~~*named suppliers* are~~ . . . . . .

C 1.3 FORMS OF SECURITIES

Pro-Forma NEC3 SC Performance Bond this must be same as vol 2 pro-forma.

To: The Development Bank of Southern Africa Limited
Dear Sirs
Reference No. **[●]** *[Drafting Note: Guarantor/Bank reference number to be inserted]*
Performance Bond: *[Drafting Note: Name of Contractor to be inserted]*
Purchaser : Contract Reference - **[●]** *[Drafting Note: Contract reference number to be inserted]*

1. In this Guarantee

1.1. The following words and expressions have the following meanings:

1.1.1. "Guarantor" - means **[●]**, **[●]** Branch, (Registration No. **[●]**); [*Drafting Note: Name of* Guarantor *to be inserted*] **[•] Financial Services Board Registration number**

1.1.2. "Guarantor's Address" - means **[●]**; [Drafting Note: Guarantor's physical address to be inserted]

1.1.3. "Contract" - means the written agreement entered into between the *Purchaser* and the Contractor on or about **[●]** **[●]** 201**[●]** (Contract Reference No. **[●]**), as amended, varied, restated, novated or substituted from time to time; [*Drafting Note: signature date and Contract reference number to be inserted*]

1.1.4. "Contractor" - means **[●]** a **[●]** registered in accordance with the laws of **[●]** with registration number **[●]**; [*Drafting Note: Name and details of Contractor to be inserted*]

1.1.5. "*Purchaser* " - means The Development Bank of Southern Africa Limited, a juristic person in terms of section 2 of The Development Bank of Southern Africa Limited Act,13 of 1997;

1.1.6. "Expiry Date" - means the [●] day of [●][*Drafting Note: This date should align with the date of final completion*];

1.1.7. "this Guarantee" - means this document;

1.1.8. "Guaranteed Sum" – means, subject to clause 5, the sum of **[● - figure]** (**[● - words]**) [Drafting Note: Maximum aggregate Guarantee amount (not exceeding 10.0% of the total of the Prices as at the Contract Date) to be inserted] which amount will reduce with 50% when the Practical Completion certificate is issued until Final Completion.

2. Words or expressions capitalised shall bear the same meaning as assigned to them under the Contract albeit that the Contract itself, and any terms as defined therein, are merely referenced for convenience and not to create an accessory obligation.

3. At the instance of the Contractor, the Guarantor hereby confirms that we hold the Guaranteed Sum at the disposal of the *Purchaser* , as security for the proper performance by the Contractor of all of his obligations in terms of and arising from the Contract, and hereby irrevocably and unconditionally both agree and undertake to pay to the *Purchaser* , on written demand from the *Purchaser* envisaged in paragraph 3 below and received prior to the Expiry Date, any amount or amounts as may be so demanded from time to time, subject to a maximum of the Guaranteed Sum in the aggregate.

4. A demand for payment under this Guarantee shall be made in writing at the Guarantor's address or by email to the following email […….insert..] and shall:

4.1. state the amount claimed ("the Demand Amount");

4.2. state that the Demand Amount is payable to the *Purchaser* in the circumstances contemplated in the Contract:

5. The Guaranteed Sum may be reduced from time to time upon receipt by the Guarantor of the *Purchaser* 's written certificate certifying the amount of such reduction and the Contractor's entitlement thereto under the Contract.

6. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that:

6.1. the liability of the Guarantor in terms hereof is as principal and not as surety and the Guarantor's obligation/s to make payment:

6.1.1. is and shall be absolute and unconditional in all circumstances; and

6.1.2. is not, and shall not be construed to be, accessory or collateral on any basis whatsoever;

6.2 the *Purchaser* shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting the Guarantor's liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release, or compromise granted to the Contractor or any variation under or to the Contract or termination of the Contract.

6.3 should the *Purchaser* cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the *Purchaser* shall be entitled to cede to such third party the rights of the *Purchaser* under this Guarantee on written notification to the Guarantor of such cession.

7. The Guarantor's obligations in terms of this Guarantee:

7.1. shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

7.2. shall not be discharged and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Purchaser* and the Contractor.

8. This Guarantee:

8.1. shall expire on the Expiry Date until which time it is irrevocable;

8.2. is, save as provided for in 5.3 above, personal to the *Purchaser* and is neither negotiable nor transferable;

8.3. shall be returned to the Guarantor upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

8.4. shall be regarded as a liquid document for, firstly, the purpose of demonstrating and/or determining the amount due by the Guarantor to the *Purchaser* and, secondly, obtaining any court order; and

8.5. shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

9. The Guarantor chooses the *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.

Signed at _____ Date _____

For and behalf of the Guarantor, which signatories by appending their signatures warrant that they are authorised to bind the Guarantor as above stated:

Guarantor Signatory 1: _____ Guarantor Signatory 2: _____

Name: _____ Name: _____

Capacity of Guarantor Signatory 1: _____ Capacity of Guarantor Signatory 2: _____

Witness: _____ (Printed Name of Witness) _____

Witness: _____ (Printed name of witness) _____

Guarantor's seal or stamp _____

PART 2: PRICING DATA

NEC3 Supply Contract (SC) April 2013 revision

Document reference	Title	No of pages
C2.1	Pricing Instructions	2
C2.2	Pricing Schedule	
C2.3	Pricing Assumptions: Supply Contract	1
C2.4	First forecast of Total Defined Cost-plus Fee	1
	Total number of pages	4

C2.1 PRICING INSTRUCTIONS

1. The Pricing Schedule is provided as a guide to Tenderers to price this Supply Contract (NEC3 SC Supply Contract) to determine the first Forecast of the Total Defined Cost plus Fee and to use when subcontracting to ensure price certainty. The Tenderers must determine or ensure that the Pricing Schedule is complete and provide for all items to be priced for this contract. If an item is not separately priced then it will be accepted that its price element is included in the other items for that part of the works. ~~The Pricing Schedules have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999~~. Where applicable the:
    a) ~~Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.~~
    b) ~~Electrical work has been drawn up in accordance with the provisions of the Model Pricing Schedule for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).~~
    c) ~~**All Rates MUST exclude ALL PROFITS which must be covered in the Direct and Indirect Fees as per contract data.**~~
    d) ~~Where included in~~ The Pricing Schedule, detailed pricing must be done for Health and Safety and broken down into pricing elements by the tenderer for all items that will be required in respect of training, equipment, signage and whatever the tenderer deems necessary. ~~**Any tender only reflecting a lump sum for Health and Safety will be disqualified.**~~

2. The agreement is based on the NEC3 SC Supply Contract. The additions, deletions and alterations to the NEC3 SC Supply Contract as well as the contract specific variables are as stated in the Contract Data and Z-Clauses. It will be assumed that prices included in the Pricing Schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published as provided for in the amended X2 before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
3. The drawings listed in the Scope of Works used for the setting up of these Pricing Schedules are kept by the Project Manager or Supervisor and can be viewed at any time during office hours up until the completion of the works but any omissions in the Pricing Schedule will not be a compensation event.
4. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

C2.2 PRICING SCHEDULE

Use this page as a cover page to the *Tenderer*'s *Pricing Schedule as used in support of arriving at the first Forecast of the Total of the Defined Cost, which must be submitted as supporting documentation with any other pricing documents the Supplier used to arrive at the first Forecast of the Total Defined Cost plus Fee. The Pricing Schedule will also be used going forward to inform future forecasts and shall be used to price subcontracts.*

1) Tenderer *is* to ensure that adequate provision for the health and safety measures that have been made and provided as required by the Department of Labour.

2) The PDF/ original format *Pricing Schedule* must be populated by hand in black ink and will be the document used for evaluation purposes and if tenderer is successful this Pricing Schedule will be balanced in conjunction with the Project Manager and then applied for forecasting and subcontracting where applicable.

3) Tenderer is also required to electronically populate the Excel format and add to the required Flash Drive with your submission. This will be used to support verification of pricing errors.

4) Delivery location will be within the identified District. Transportation costs will then cover location anywhere within the identified District.

C2.3 PRICING ASSUMPTIONS: SUPPLY CONTRACT

How work is priced and assessed for payment

Clause 11 in NEC3 Supply Contract states:

Identified and defined terms	11 11.2	Defined Cost 52 52.1 All the *Supplier*'s costs which are not included in the Defined Cost are treated as included in the percentage for overheads and profit. Defined Cost includes only amounts calculated at open market or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered. The Price Schedule 53 53.1 Information in the Price Schedule is not Goods Information. • payment to the Purchaser as a result of the Sub-Contractor failing to meet a key date, • the correction of Defects after Completion, • payment to Others,

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood and agree to requirements as set out in C2.1 to C2.3 and warrant that the documents submitted are true and accurate.

_____ _____

(Signature) (Date)

~~C2.4 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES BY TENDERER~~

~~Subject to condition stated in Tender Data:~~

~~Use this page as a cover page to the *Amendments, Qualifications and Alternatives by Tenderer*~~

PART 3: PURCHASERS GOODS INFORMATION

Document reference	Title	No of pages
	This cover page	1
C3.1	Project Specifications	11
C3.2	Particular Specifications	1
	Total number of pages	13

C3.1 PROJECT SPECIFICATIONS

1. DESCRIPTION OF THE WORKS

1.1. *Purchaser* 's objectives

The *Purchaser* 's objectives are to procure the services as indicated in this document, APPOINTMENT OF A CONTRACTOR FOR EQUIPPING ABATTOIR AND FURNISHING OF LEHURUTSHE BIRD AND TROPHY HUNTING UNDER THE NATIONAL DEPARTMENT OF TOURISM (NDT) PROGRAMME

1.2. Overview of the works

The National Department of Tourism (NDT) has an objective to support and promote skills development. The works comprise the equipping of the abattoir and the furnishing of facilities at the Lehurutshe Bird and Trophy Hunting facility under the NDT programme.

1.3. Extent of the works

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

1.3.1. THE WORKS INCLUDE THE FOLLOWING:

Equipping of the Abattoir: Alterations, installation of chillers and freezers, equipping the Abattoir

Chalets: furnishing the chalets (beds, fridges, bedding, loose furniture, cookery etc.)

Gate House: furnishing the gate house

Entertainment Area: furnishing the entertainment area

1.3.2. Building Work

Alterations to the abattoir as required for the equipping of the abattoir. Furnishing of the chalets, gate house and entertainment area.

1.3.3. External Works

Not applicable.

1.3.4. Electrical Installation

Not applicable, except for the electrical connections required for the chilling and freezing plants.

1.3.5. Mechanical Installation

Installation of chilling and freezing plants (chillers and freezers) and associated features.

1.3.6. Structural Engineering

Not applicable.

1.4. Schedule (Programme)

The total contract period is **5 months**, which include onsite coordination services and the delivery schedule of Materials in accordance with the timeframes specified in the schedule of quantities.

Delivery of goods will commence by placing an official order for a specific item on the Bill of Quantities as required.

~~**Services**~~

Before any work commences on site, the Supplier shall contact all private owners or public authorities controlling services so that they may, either protect, move or relocate any service as required, or confirm that all such work has been completed.

Payment will not be made for any inconvenience caused to the Supplier in regard to any services crossing the site or any authority working on or relocating any such services, nor will any delays caused by such work or relocation be accepted as a basis for claiming an extension of time for completing the works.

All known existing services and those services which require relocation and protection, are shown on the services plans. The Supplier's attention is drawn to the fact that such services information is based on information supplied by others, and the accuracy and completeness of this information has not been confirmed and the Purchaser will not be liable for any inaccurate information and compensation events with regard to inaccuracies will not be entertained. The Supplier will therefore be required to proceed with extreme caution in order to avoid damage to existing services and have to verify the correctness of any information supplied. Before commencing any work in the vicinity of services, the Supplier shall contact the relevant service authorities for assistance in locating the exact position of the services and where necessary the Supplier shall accurately locate the services by careful hand excavation. Any damages caused by the Supplier or its subcontractors to such service infrastructure will be for the account of the Supplier and the Supplier hereby indemnifies the Purchaser against any claims or damages that the respective service owners may bring against the Purchaser . Any insurance that the Supplier put in place in this regard will cover the Purchaser as a co-insured.

In general, the Supply Manager may call upon the Supplier r to re-excavate trenches previously dug and backfilled by others where in the opinion of the Supply Manager such work is necessary to ensure the stability of any other works over such trenches. This in no way relieves the Supplier of his responsibilities in terms of the works.

Accommodation of Traffic

The Supplier is to liaise with the Provincial Department of Roads & Transport (for provincial roads) and the District Municipality Roads & Storm Water Department (for municipal roads) with regards to any temporary road closures as required during this contract.

Accommodation of traffic during construction shall be undertaken to the requirements and details provided by the Supply Manager.

Coordination with Other Suppliers / Contractors

Other Supplier / Contractors, who are engaged in the construction of similar works, could be working within the sites of the Supplier / Contractor. The Supplier / Contractor will be required to provide all necessary assistance to them, and to liaise with them in respect of their programme in order to avoid any delays to either contract. Communication and coordination will be with DWS Construction north (Main Contractor on site), relevant person will be assigned on site.

~~**Temporary Works and Traffic Accommodation**~~

~~As the Works are to be implemented within a rural area, the Contractor will be required to carry out all temporary~~

~~works that will be necessary to maintain the flow of traffic and to ensure that pedestrian and vehicular access is maintained to locals.~~

~~**Setting Out of Works**~~

~~Whilst surveys have been carried out of the site, and the designs based on such surveys, it is the responsibility of the Contractor to recheck all the benchmarks and protect the benchmarks from damage at the start of the contract. It is the supplier's responsibility to set out the Works and any discrepancies in the design or setting out shall be identified and brought to the attention of the Project Manager promptly so they can be corrected before any abortive expenditure is incurred.~~

1.5. Location of the works

Facility / Project Name	FOR THE NATIONAL DEPARTMENT OF TOURISM (NDT)	
Facility Type	GAME RESERVE/FACILITY	
Facility / Project ID	LEHURUTSHE BIRD & TROPHY HUNTING	
Province	North West	
Local Municipality & Ward	Ramotshere Moiloa Local Municipality; Ngaka Modiri Molema District, North West Province	
Physical Address	Moshana Village, Lehurutshe	
GIS Coordinates	**24°55'37.29"S**	**26° 0'50.62"E**

1.6. Temporary works

As the Works are to be implemented within a build-up area, the Supplier will be required to carry out all temporary works that will be necessary to maintain the flow of traffic and to ensure that pedestrian and vehicular access is maintained to locals. Accommodation of traffic when transporting the crane and any other related equipment, to and from site, must be handled by the successfully appointed Supplier Arrangement of required permits, approvals etc., must be done and remains the responsibility and accountability of the successfully appointed Supplier.

The Supplier is responsible for all temporary works designs, installations, operations etc, required to carry out all temporary works that will be necessary to maintain the flow of traffic and to ensure that pedestrian and vehicular access is maintained to locals.

1.7. Occupational Health And Safety

The Contractor needs to comply with the following legal requirements:

- Occupational Health and Safety Act, 85 of 1993, (latest edition)
- Code of Practice: Managing exposure to SARS-CoV-2 in the workplace
- Annexure A - DBSA Occupational Health and Safety Baseline specification
- Annexure B - DBSA Baseline Risk Assessment
- Annexure C - Safety, Health, Environment and Quality Poli

1.8. Drawing

1. **Structural drawings**

2. PROCUREMENT

2.1. Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the referencing schedule.

~~2.2. Scope of mandatory subcontract work~~

~~3.2.1 In terms of this tender and the contract to be awarded, Seventy 70% percent of the first Forecast of the Total of Defined Cost (Contract Price), excluding the *direct and indirect fee,* must be subcontracted by the management contractor. In accordance with the requirements of regulation 9 read with Regulation 12 of the Preferential Procurement Regulations 2017 issued in terms of the Preferential Procurement Policy Framework Act, Act 5 of 2000, (PPPFA) a minimum of thirty (30%) percent of the Contract Price to be subcontracted to the categories of potential subcontractors specified in the regulations and as set out in the PPPFA Prequalify and subcontracting Schedule referred to in Volume 2 of the Tender invitation for RFP016/2019~~

~~3.2.2 To the extent that the subcontracting of the categories referred to in 3.2.1 above is less than Seventy 70% of the Contract Price other categories may be subcontracted firstly on basis that ownership is at least fifty one percent (51%) Black Owned as defined for the BBBEE Act and lastly on an open basis on all categories, always provided that the subcontractors are Eastern Cape Province (ECP) based.~~

~~3.2.3 Further to the above subcontracting requirements the management Contractor shall engage subcontractors in the construction industry firstly with a CIDB GRADE 7GB registration and secondly with a grade 7 registration, all ECP based. The management Contractors hall ensure that part of the 70% allocated to the sub-contractors, minimum threshold of 30% of that works are allocated to the enterprises owned by black women and minimum threshold of 30% allocated to the enterprises owned by black youth. As part of the subcontracting a formal development plan to be included which would assist such subcontractors to apply for higher grading registration and strengthen the expertise and quality work delivery of such subcontractors.~~

~~3.2.4 In the instance where works is to be subcontracted, competitive tenders shall be invited in respect of each portion of works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of BIFSA Non-Nominated Subcontract for use with the JBCC Series 2000 Principal Building Agreement / CIDB Standard subcontract (labour only) / / SAFCEC General conditions of subcontract (2003 edition) (select appropriate option) / NEC Engineering and Construction Subcontract / NEC Engineering and Construction Short Subcontract with minimal project specific variations and amendments that do not change their intended usage.~~

~~3.2.5 Subject to core clause 26 read with Z15 of the NEC3 ECC Option F, the Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.~~

~~3.2.6 The Contractor shall indicate within the list of proposed sub-contractors the names and copies of the registration documents of the proposed sub-Contractor registered with the necessary built environment councils and CIDB.~~

~~3.2.7 In the event that the Contractor has to replace a subcontractor for whatever reason the principles set~~

~~out above shall apply to such replacement with all the conditions in respect of subcontracting.~~

~~3.2.8 In the event that the Contractors unable to replace a subcontractor by appointment or cession of the subcontract, the Contractor may approach the Purchaser submitting alternative plans to complete that part of the Works, indicating the impact on time and cost for this project. The Purchaser shall consider the submission and respond within 14 days, failing which it is deemed that the Purchaser does not approve the submission through this notice, and may request a revised proposal.~~

~~3.2.9 The full requirements for the Contract Participation Goal is set out in the Annexure CPG attached hereto and if any conflict in respect of the applicable conditions the CPG Annexure will prevail.~~

~~3. CONSTRUCTION~~

~~3.1. Applicable SANS 2001 standards for construction works~~

~~The following parts of SANS 2001 Construction works standards and associated specification data are applicable to the works:~~

~~1) SANS 2001BE1~~

~~2) SANS 2001BS1~~

~~3) SANS 2001CC2~~

~~4) SANS 2001CG1~~

~~5) SANS 2001CM1~~

~~6) SANS 2001CS1~~

~~7) SANS 2001CT2~~

~~8) SANS 2001DP1~~

~~9) SANS 2001DP2~~

~~10) SANS 2001DP3~~

~~11) SANS 2001DP4~~

~~12) SANS 2001DP5~~

~~13) SANS 2001DP6~~

~~14) SANS 2001EM1~~

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

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

3.2. Applicable national and international standards

- Standardized Specifications for Civil Engineering Construction SANS 1200
- The National Building Regulations SABS0400
- Construction and Management Requirements for Works Contracts SANS1921-1

- Targeted Construction Procurement SANS1914-4

3.3. Certification by recognized bodies

Not Applicable

3.4. Plant and materials provided by the Purchaser

Not Applicable

3.5. Services and facilities provided by the Purchaser

Not Applicable

3.6. Plant and equipment

Not Applicable

4. Management

4.1. SANS 1921 standards

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

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

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

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	**Specification data**
Essential data	
4.1.7	The Supplier is responsible for providing shop drawings, product information and necessary calculations.
4.2.1	The responsibility strategy assigned to the Contractor for the works is A.
4.2.2	The structural engineer is: TBC
4.3.1	The planning, programme and method statements are to comply with the following: Detailed program to be submitted in Microsoft Project format
4.3.2	The notice period for inspection is 2 Days

~~4.9.3~~	~~The trees and shrubs which are not to be disturbed are to be identified on site. Where possible, the disturbance of trees should be avoided.~~
4.14.3	~~The office accommodation, equipment, accommodation for site meetings and other facilities for use by the Purchaser and his agents are:~~ ~~1) **Site office** which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m^2 in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings. (**Minimum 15 seater)**~~ ~~2) The following facilities will be supplied to the Purchaser s representatives:~~ ~~- 15 Hardhats for Purchaser s representatives visiting the site~~ ~~- 15 Safety (High visibility) jackets for Purchaser representatives visiting the site~~ ~~- 15 sets of safety Goggles~~ ~~- 15 sets of earplugs (when applicable)~~
4.14.5	~~The Contractor is required to provide latrine and ablution facilities for the exclusive use of the professional team and client~~
4.14.6	~~The requirements for the provision and erection of separate sign boards for consultants and subcontractors are:~~ ~~1) See Bill of Quantities.~~
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: 1) none
4.17.3	Services which are known to exist on the site are: 1) Water network. 2) Electricity reticulation, sub-surface and over head 3) Sewer Network 4) Municipal roads

Additional clauses

1 Site meetings and procedures

The Purchaser 's Representative and the Supplier shall hold meetings relating to the progress of the works at regular intervals or at other such times as may be necessary. The Supplier shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Purchaser 's Representative require their attendance at such meetings.

The Supplier shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

2. Water and electricity

The Purchaser does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

a) water : A

b) electricity : A

Service	Option		
	A Contractor responsibility	B Purchaser responsibility	C
Water	The Supplier is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Supplier shall make, and upon completion remove, all the necessary connections to the Purchaser 's water supply at designated points after the purchase of water from the local authority for the works at his own cost.	The Supplier shall make, and upon completion remove, all the necessary connections and water meters to the Purchaser 's water supply at designated points and be responsible for costs associated with all water consumed.
Electricity	The Supplier is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.	The Supplier shall make, and upon completion remove, all the necessary electrical connections to the Purchaser 's electrical supply at designated points after the purchase of electricity from the local authority / ESKOM for the works at his own cost.	The Supplier shall make, and upon completion remove, all the necessary connections and meters to the Purchaser 's electrical supply and be responsible for costs associated with all electricity consumed.

——The following temporary services is the responsibility and will be supplied by the Supplier:

- Security
- Sewer services in the form of temporary toilets
- Waste disposal facility

NOTE: study the requirements stated in the description of the works / scope of work (under 3.1) and align your pricing with the required deliverables and specifications.

~~The following temporary services is the responsibility and will be supplied by the contractor:~~

- ~~Security~~
- ~~Sewer services in the form of temporary toilets~~
- ~~Waste disposal facility~~
- ~~_~~

~~**SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.**~~	
~~**Clause**~~	~~**Specification Data**~~
~~**Essential Data:**~~	
~~5.1~~	~~The depth of trenches which are to be excavated by hand is 1,5 metres.~~
~~**Additional clauses:**~~	
~~1~~	~~**Stone pitching and rubble concrete masonry**~~ ~~All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand.~~ ~~Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.~~ ~~Grout shall be mixed and placed by hand.~~
~~2~~	~~**Manufactured Elements**~~ ~~Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.~~
~~**SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.**~~	
~~4.2.1(a)~~	~~A qualified Contractor is a Contractor that is one that is accredited or provisionally accredited training Contractor in the HIV/AIDS field.~~ ~~A list of accredited Contractors can be obtained from the Construction SETA (CETA) (tel 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.~~
~~4.2.1(a)~~	~~The HIV/AIDS awareness programme is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)~~
~~**Additional clauses**~~	
	~~The duration of each workshop is not to be less than 2 ½ hours.~~

~~**4.2. Recording of weather**~~

~~The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the Purchaser 's representative for his signature no later than 1 day after rain that is considered to justify an extension of time.~~

~~**4.3. Unauthorised persons**~~

~~The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.~~

4.4. Management meetings

A Schedule of meetings will be agreed with the Supplier.

4.5. Daily records

The Supplier is instructed to keep a set of signed off daily diaries with specific detail relating to Contract works.

~~The Contractor is instructed to keep a set of signed off daily diaries with specific detail relating to Contract Participating Goals (CPG) as provided for in 3 above.~~

4.6. Payment certificates

Payment Certificates will be done as per Clause 50.0 of the NEC3 ECC Supply Contract.

~~**4.7. Job statistics/targeted labour**~~

~~The Contractor must provide monthly statistics to the DBSA indicating the number of new jobs created through this contract. This statistic **must be provided with each monthly payment certificate** using the electronic prescribed format, which will be provided by the Project Manager of this project to the successful bidder.~~

~~**5.7.1 Training of targeted labour (non-accredited training)**~~

~~a) The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.~~

~~b) The Contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.~~

~~c) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.~~

~~d) Proof of compliance with all the requirements must be provided by the Contractor to the Purchaser prior to submission of the final payment certificate.~~

~~e) The Contractor should allow for a R3800 stipend, data per month, a laptop and handling fee per learner.~~

~~**5.7.2 Employment of local labour**~~

~~a) It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.~~

~~b) The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations there from shall be subject to the prior approval of the Project Manager, which approval shall not be unreasonably withheld.~~

~~c) The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.~~

~~d)~~

5.7.3 Local SMME / suppliers

a) The expectation is that there will local supply SMME percentage due to the nature of the specialized work :

C3.2 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PARTICULAR SPECIFICATION			PAGE NO.
POHS	:	HEALTH AND SAFETY BASELINE SPECIFICATIONS Annexure A	
B/RA	:	BASELINE RISK ASSESSMENT Annexure B	
SHEQ	:	DBSA SHEQ POLICY Annexure C	

PART 4: SITE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C4.1	*Information and Map*	1
~~C4.2~~	~~*Existing Buildings Occupied*~~	~~1~~
	Total number of pages	3

C4.1 INFORMATION AND MAP



Facility / Project Name	FOR THE NATIONAL DEPARTMENT OF TOURISM (NDT)	
Facility Type	GAME RESERVE/FACILITY	
Facility / Project ID	LEHURUTSHE BIRD & TROPHY HUNTING	
Province	North West	
Local Municipality & Ward	Ramotshere Moiloa Local Municipality; Ngaka Modiri Molema District, North West Province	
Physical Address	Moshana Village, Lehurutshe	
GIS Coordinates	**24°55'37.29"S**	**26° 0'50.62"E**