



PART A: GENERAL TENDER CONDITIONS FOR SA TOURISM TENDER NUMBER SAT TENDER SAT 286/25 - REFURBISHMENT, CONSTRUCTION, AND UPGRADE OF SAT HEAD OFFICE.

1 BACKGROUND ON SOUTH AFRICAN TOURISM

South African Tourism was established by section 2 of the Tourism Act No. 72 of 1993 and continues to exist in terms of section 9 of the new Tourism Act No. 3 of 2014. South African Tourism is a Schedule 3 A Public Entity in terms of Schedule 3 of the Public Finance Management Act 1 of 1999.

The mandate of South African Tourism in terms of the Tourism Act is to develop and promote sustainable tourism for the benefit of the Republic, its residents, and visitors. It is common cause that tourism is a key strategic industry in terms of National Tourism Sector Strategy documents as it supports government objectives of alleviating the triple challenges of unemployment, poverty, and inequality.

The scope of South African Tourism's business includes four distinct areas of business focus and delivery, with different target markets and segments:

- I. International Leisure Tourism (travel trade and consumer); and Domestic Leisure Tourism (travel trade and consumer);
- II. Business events through the delivery unit of the South African National Convention Bureau (Meetings, Incentives, Conferences, Exhibitions);
- III. Quality assurance of the tourism sector/industry through the delivery of both Visitor Experience and the Tourism Grading Council of South Africa;
- IV. Corporate - enhancing the South African Tourism brand.

2 South African Tourism's Business Units and Country Offices

South African Tourism executes a broad spectrum of segment-specific marketing activities and related activities worldwide through its various country offices, physical and remote, and business units. South African Tourism has presence in Africa, the Americas, Europe, the UK and Ireland, Asia, and Australasia, with support business units at the South Africa Head Office.

Our organisation is compelled to operate within the confines of the Public Finance Management Act (PFMA) of The Republic of South Africa which has been established to secure transparency, accountability, and sound management of the revenue, expenditure, assets and liabilities of all South African Government Agencies.

To this end, South African Tourism aims to procure any goods or services under this bid through a system that is fair, equitable, transparent, competitive, and cost-effective.

The submission of proposals will be in terms of this document. All information requested must be supplied and all annexures completed, whether such information or annexure refers to the eventual tender or not. This information will form part of the eventual tender and must therefore be completed, as there will not be an opportunity to do so later. Thus, the information supplied must be both correct and true.

South African Tourism has a detailed evaluation methodology which it will apply as far as practically possible that is premised on National Treasury Regulation 16A.3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) read with Preferential Procurement Regulations 2022, and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

3 SPECIAL TENDER CONDITIONS

This tender and its acceptance will be subject to the terms and conditions described below.

South African Tourism is/will not be liable for any costs incurred in the preparation and delivery of tenders.

All documents, samples, and materials submitted as part of a tender become the property of South African Tourism, and yet in any event South African Tourism will not be liable for loss or damage to any documents, samples, and materials submitted.

3.1 CONTACT AND COMMUNICATION

- The delegated office of South African Tourism may communicate with Bidder(s) where clarity is sought in the bid proposal.
- Any communication to an official or a person acting in an advisory capacity for South African Tourism in respect of the bid between the closing date and the award of the bid by the Bidder(s) must only be for clarification. Any communication outside of this will be discouraged.
- All communication between the Bidder(s) and South African Tourism must be done in writing.
- Whilst all due care has been taken in connection with the preparation of this bid, South African Tourism makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. South African Tourism and its employees and advisors will not be liable for any information communicated that may not be accurate, current, or complete.
- If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error, or inconsistency in this bid or any other information provided by South African Tourism (other than minor clerical matters), the Bidder(s) must promptly notify South African Tourism in writing of such discrepancy, ambiguity, error, or inconsistency to afford South African Tourism an opportunity to consider what corrective action is necessary (if any).
- Any actual discrepancy, ambiguity, error, or inconsistency in the bid or any other information provided by South African Tourism will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for developing a proposal in response to this Bid.

3.2 SECURITY AND INTEGRITY CLEARANCE

- All information documents, records, and books provided by South African Tourism to any tenderer, in connection with the invitation to tender or otherwise, are strictly private and confidential. These will not be disclosed by any tenderer to any third party, except with the express consent of South African Tourism, which will be granted in writing before such disclosure. South African Tourism, however, reserves the right to disclose any information provided by any tenderer to any of the employees of South African Tourism for successful tenders.
- A proposal for award will be rejected if South African Tourism determines that the supplier recommended for award, has engaged in corrupt or fraudulent activities in competing for the contract in question.
- South African Tourism may require contractors to permit South African Tourism to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by South African Tourism.

3.3 FALSE INFORMATION

Should the Bidder provide and/or provides South African Tourism:

- intentionally or negligently with false and/or misleading information;
- intentionally or negligently omit any material fact;
- render any statement that may be misleading; and/or
- any subsequent information or representation of information, as it relates to this tender;

shall entitle South African Tourism, in its sole discretion forthwith, to disqualify the Bidder and/or to immediately terminate any agreements subsequently entered into without prejudice to any of the rights South African Tourism has in terms of such agreement and/or any law.

3.4 VAT, DUTIES AND OTHER TAXES

- Prices must be quoted inclusive of VAT/GST and all other relevant taxes and duties (where applicable) should be shown separately.
- The full price under this tender must be quoted in the ZAR (South African Rand).

3.5 TENDER SURETY

South African Tourism requires no proposal surety, but tenderers should note the conditions set out below. South African Tourism however reserves the right to review this position at contractual stages.

3.5.1 DOWNSCALING OF WORK

South African Tourism reserves the right to downscale the required services should the need arise. In such cases, at least 3 months' notice of such downscaling will be provided to the successful bidder.

3.5.2 COMPLETENESS OF THE SOLUTION

The tenderer must complete all documents in full and submit them with the proposal. Failure to comply with these requirements may invalidate the tenderer or disqualify the proposal.

Notwithstanding any possible shortcomings and/or inconsistencies in the specifications, the tenderer must ensure that the solution offered will form a complete, cost-effective and functional proposal for the whole project solution.

3.5.3 CONTRACTUAL IMPLICATIONS

- The tenderer must complete all documents in full and submit these with the proposal. Failure to comply with these requirements may invalidate the tenderer or disqualify the proposal.
- Upon submission of the tender response, the Tenderer is unconditionally bound by the terms and conditions of the Request for Proposal (RFP) and the tender response. In the event of any conflict or confusion arising between the terms and conditions of the RFP and the tender response, the RFP shall prevail.
- The Tenderer acknowledges that awarding of the Tender is based solely on the information supplied in the tender response, accordingly, the relevant Terms and Conditions of the Request for Proposal and the tender response will be incorporated in the subsequent written agreement unless otherwise provided by South African Tourism.
- Other than providing rights to South African Tourism, nothing in this Tender Request and tender response should be construed to give rise to South African Tourism having any obligations or liabilities whatsoever, express or implied.
- The successful tenderer will assume sole responsibility, regardless of any third party or subcontracting agreements it may enter into.
- The terms and conditions of this Request for Proposal and any agreement entered into between South

African Tourism and Tenderer as a result of a successful proposal by the Tenderer to this Request for Proposal (RFP) shall always be interpreted and subject to the laws of South Africa as the country where the contract will be signed.

3.5.4 CONDITIONS OF PAYMENT

- No service should be provided to South African Tourism in terms of this tender and no amount will become due and payable by South African Tourism before a cost estimate and relevant 3rd party supporting documents (where applicable) have been provided by the service provider/supplier.
- An official purchase order or similar written instruction has been issued to the supplier where service delivery will be within the specified time scale after the receipt of the official purchase order or similar written instruction; and
- Unless otherwise determined in the contract or other agreement, all payments due to creditors will be settled within 30 days from receipt of an invoice or, in the case of civil claims, from the date of settlement or court judgment. This implies that amounts owing will be paid within 30 days from receipt of the invoice if the goods, works or services were delivered to the satisfaction of South African Tourism.
- Notwithstanding any provisions in this document, no payment will become due or payable unless the invoice is accompanied with:
 - a statement, reconciling all monies already paid and still outstanding; and
 - all relevant supporting documentation.
- All invoices are to be issued in the currency where the services will be rendered for South African Tourism. No GST or VAT may be levied on work that meets the criteria of an export.
- Bidder shall be responsible for any foreign exchange losses incurred due to currency fluctuations, without having any recourse whatsoever against South African Tourism for such loss.

3.5.5 QUALITY ASSURANCE

All services rendered by the Tenderer, its personnel, agents or sub-contractors will be subject to ongoing evaluation to determine its effectiveness and will be so guaranteed for the full contract period by the Tenderer after acceptance by South African Tourism.

3.5.6 INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights, applicable to the awarded bidder, including, but not limited to, copyright, trademarks, design rights, patent rights and other similar rights in the Request for Proposal and the tender response and in any works or products created as a result of the performance of the Tenderer to this Request for Proposal and tender response, will vest in, and are hereby assigned to South African Tourism, unless specifically agreed otherwise, in the form of individual written Agreements signed by both parties.

3.5.7 AWARDING OF CONTRACT

Proven relevant experience and success, as well as the ability to deliver the services required, will be important considerations. By the submission of tender, each submitter warrants that he/she/it is highly skilled, professional, competent and experienced in the area for which he/she has tendered. Any work performed by a successful tenderer will be evaluated.

The tenderer also warrants that the service provided will be of a superior standard, and is unlikely to cause undue difficulties.

The proposal may be awarded, in part or in full, at the sole discretion of South African Tourism, to one or more concerns on a non-exclusive basis. Proposals that are qualified by a tenderer's conditions may be rejected as being invalid, and failure of the submitter to renounce such conditions when called upon to do so may invalidate the proposal.

South African Tourism may request clarification or additional information regarding any aspect of the

proposal. The tenderer must supply the requested information within 24 hours after the request has been made, otherwise, the tenderer may be disqualified. South African Tourism may also request a demonstration, and submitters must comply with such a request within 24 hours.

3.5.8 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

South African Tourism reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of South African Tourism or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- (a) engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- (b) seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- (c) makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of South African Tourism officers, directors, employees, advisors or other representatives;
- (d) makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- (e) accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- (f) pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- (g) has in the past engaged in any matter referred to above; or
- (h) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

3.5.9 PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

Prospective tenderers must periodically review the following website link for updated information or amendments with regard to this tender, before the due dates:

<https://www.southafrica.net/gl/en/corporate/page/tenders>

3.5.10 LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. South African Tourism shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

3.5.11 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax-compliant. South African Tourism reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was not tax compliant at the time of the award, has submitted a fraudulent Tax Clearance Certificate to South African Tourism, or whose verification against the Central Supplier Database (CSD) proves non-compliant. South African Tourism further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

The Central Supplier Database (CSD) and the tax compliance status PIN are the approved methods of verifying the tax compliance of a bidder. The South African Revenues Services (SARS) does not issue Tax Clearance Certificates anymore but has introduced an online provision via eFiling, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.

South African Tourism will therefore accept printed or copies of Tax Clearance Certificates submitted by bidders but will verify their authenticity on eFiling.

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by the National Treasury, or who has been placed on National Treasury's List of Restricted Suppliers. South African Tourism reserves the right to withdraw an award or cancel a contract concluded with a Bidder should it be established, at any time, that a Bidder has been blacklisted with National Treasury by another government institution.

3.5.12 GOVERNING LAW

The South African laws will govern this bid and the bid response process, including any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

The terms and conditions of the contract agreement entered into between South African Tourism and Bidder as a result of a successful proposal by the Bidder to this Request for Proposal (RFP) shall always be interpreted and subject to the laws of the country where the services will be rendered.

3.5.13 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. If South African Tourism allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and South African Tourism will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

3.5.14 CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with South African Tourism's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except to prepare a Tender. This bid and any other documents supplied by South African Tourism remain proprietary to South African Tourism and must be promptly returned to South African Tourism upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived therefrom.

Throughout this bid process and thereafter, bidder(s) must secure South African Tourism's written approval before the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

3.5.15 SOUTH AFRICAN TOURISM PROPRIETARY INFORMATION

Bidder will on their bid cover letter make a declaration that they did not have access to any South African Tourism proprietary information or any other matter that may have unfairly placed that bidder in a preferential position to any of the other bidder(s).

3.5.16 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, South African Tourism may terminate the Agreement at its discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimise further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

3.5.17 ANTI-CORRUPTION COMPLIANCE

South African Tourism is committed to conducting its business ethically and to achieving and maintaining the highest standards of corporate governance, particularly in respect of anti-corruption compliance. We require all of our business partners, suppliers, vendors, contractors and service providers, who play an important and valued role in our continuing business success, to behave ethically and to avoid engaging in corrupt business activities.

Successful bidders will be required to undertake contractually that, in carrying out their responsibilities on behalf of South African Tourism, neither they nor their owners, officers, directors, employees, or their agents or subcontractors will pay, offer, or promise to pay, or authorise the payment directly or indirectly, of any money, gift, or anything of value to any government official or anyone else to influence any act or decision of such official or the government to obtain or retain business, or to direct business to any person.

3.5.18 FRONTING

South African Tourism supports the spirit of broad-based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the South African Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, the Government condemn any form of fronting.

South African Tourism, in ensuring that Bidders honestly conduct themselves will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the Bidder/contractor to prove that fronting does not exist. Failure to do so within 14 days from the date of notification may invalidate the bid/contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies South African Tourism may have against the Bidder/contractor concerned.

3.5.19 SUPPLIER DUE DILIGENCE

South African Tourism reserves the right to conduct supplier due diligence before the final award or at any time during the contract period. This may include site visits and requests for additional information.

3.5.20 DURATION OF THE CONTRACT

South African Tourism intends to enter into a thirty-six (36) month contract and service level agreement with the successful bidder(s). The contract will also be subject to a periodic performance evaluation on agreed terms and conditions unless the parties agree otherwise.

3.5.21 PRICING SCHEDULE

A detailed pricing schedule should be included in the bid proposal, detailing all aspects to deliver the requirements to South African Tourism as required under this tender (full cost of ownership to South African Tourism).

The detailed pricing schedule should, for the avoidance of doubt, also be summarized under Annexure C of the bid document. Proposed pricing on the bid will be deemed as final.

For evaluation, the price shall be in South African Rand (ZAR) and inclusive of all applicable taxes and other reimbursable expenses where relevant.

The proposal with the lowest price will obtain the maximum points for price as prescribed in the RFP. Proposals with higher prices will proportionately obtain lower points according to the method as prescribed in the RFP.

3.5.22 SERVICE LEVEL AGREEMENT

Upon award, South African Tourism and the successful bidder may conclude a **Joint Building Contract Committee (JBCC) Principal Building Agreement (Edition 6.2)** regulating the specific terms and conditions applicable to the services being procured by South African Tourism.

3.5.23 SHORTLISTING

South African Tourism may look at bidders who meet the minimum threshold for functionality in more detail and may request additional information.

3.5.24 BID PROTOCOL AND PACKAGING OF BIDS

All annexures must be completed in full, using the given numbering format. All attachments or references to attachments must be clearly marked and specific to the information required. Compliance or non-compliance with detailed information must be indicated per paragraph as per numbering format if there

are additional and/or alternative products/services, options must be separately tendered for in the form of a separate proposal, and with a complete schedule describing deviations from specifications and technical brochures must be submitted where applicable.

Own conditions submitted by small, micro-enterprises will be considered sympathetically by South African Tourism, however, South African Tourism reserves the right to call upon the Bidder to renounce such conditions.

If any of the conditions on this tender form conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions will apply.

3.5.25 ANTI-CORRUPTION COMPLIANCE

South African Tourism is committed to conducting its business ethically and to achieving and maintaining the highest standards of corporate governance, particularly in respect of anti-corruption compliance. We require all of our business partners, suppliers, vendors, contractors and service providers, who play an important and valued role in our continuing business success, to behave ethically and to avoid engaging in corrupt business activities.

To assist South African Tourism in respect of its commitment to ethical business practices, all successful bidders are required to complete an anti-bribery compliance questionnaire and thereafter to undergo an anti-bribery due diligence check; the outcome thereof may determine, at South African Tourism's discretion, whether South African Tourism will enter into any contractual agreement or other arrangements with the supplier, or not.

South African Tourism reserves the right to disqualify bidders based on the results and outcomes of its risk-based anti-bribery due diligence procedures and will not furnish reasons for such decisions.

Successful bidders will further be required to sign warranties and undertake contractually that, in carrying out their responsibilities on behalf of South African Tourism, neither they nor their owners, officers, directors, employees, or their agents or subcontractors will pay, offer, or promise to pay, or authorise the payment directly or indirectly, of any money, gift, or anything of value to any government official or anyone else to influence any act or decision of such official or the government to obtain or retain business, or to direct business to any person.

4 NATIONAL TREASURY CENTRALISED SUPPLIER DATABASE (Not applicable for foreign suppliers):

- (a) Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- (b) Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.
- (c) Bidder(s) must be compliant when submitting a proposal to South African Tourism and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- (d) It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.
- (e) The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.
- (f) It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may, on an ongoing basis during the tenure of the contract, disclose the bidder's tax compliance status, and by submitting this bid such confirmation is deemed to have been granted.

Bidders who are not registered on CSD can do so at <https://secure.csd.gov.za/> otherwise the bidder will be disqualified if not registered by the end of the tender evaluation process.

5 TERMINATION OF CONTRACT

South African Tourism reserves the right to curtail the scope of any tender awarded or to curtail any aspect of any tenderer. In the event of any such curtailment, the tenderer will have no claim against South African Tourism.

South African Tourism also reserves the right to terminate, in South African Tourism's sole discretion and without providing any reason for the termination, the award of any proposal to any party if such party breaches, on 2 or more occasions, any component of the contract and service level agreement to be signed by both the supplier and South African Tourism.

6 PROPOSAL SUBMISSION

All annexures must be completed in full, using the given numbering format. All attachments or references to attachments must be clearly marked and specific to the information required. Compliance or Non-compliance with detailed information must be indicated per paragraph as per numbering format if there are additional and/or alternative products/services, options must be separately tendered for in the form of a separate proposal, and with a complete schedule describing deviations from specifications and technical brochures must be submitted where applicable.

Own conditions submitted by small, micro-enterprises will be considered sympathetically by South African Tourism, however South African Tourism reserves the right to call upon the tenderer to renounce such conditions.

If any of the conditions on this tender form conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions will apply.

ACCEPTANCE OF GENERAL TENDER CONDITIONS OF SOUTH AFRICAN TOURISM

I/We hereby tender to supply all or any of the services described in the Tender Request for Proposal, by the specifications stipulated therein (and which will be taken as part of, and incorporated into, this tender submission) at the prices and on the terms regarding time for delivery and/or execution inserted therein, to South African Tourism on the terms of the General Tender Conditions of South African Tourism

I/WE AGREE THAT -

the offer herein will remain binding upon me/us and open for acceptance by South African Tourism during the Validity Period indicated and calculated from the closing time of the tender. if I/we withdraw my/our

tender within the period for which I/we have agreed that the tender will remain open for acceptance, or fail to fulfil the contract when called upon to do so, South African Tourism may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and South African Tourism and I/we will then pay to South African Tourism any additional expense incurred by South African Tourism having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender; South African Tourism will also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Province may sustain by reason of my/our default; if my/our tender is accepted the acceptance may be communicated to me/us by email and will be regarded as my/our method of communications. The law of South Africa will govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the country at (full address of this place.....). I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action. I/We agree that background screening can be done to all directors of our legal entity that submits this bid I/We declare that I/we have participation /no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tender(s) involved:

Duly signed by an authorised person on this day _____ of _____ 2025 _____
as unconditional acceptance of the terms and conditions of this Tender.

Name: _____ Signature: _____

In capacity as: _____

These conditions form part of the tender and failure to comply therewith may invalidate a tender.

7 ANNEXURES TO TENDER - REQUEST FOR PROPOSAL

7.1 ANNEXURE A: COMPANY INFORMATION (SBD 1)

7.2 ANNEXURE G - NATIONAL TREASURY CENTRALISED SUPPLIER DATABASE (this is only applicable for South African-registered legal entities).

7.3 ANNEXURE C: DETAILED BREAKDOWN OF TOTAL COST AND STANDARD SERVICES (SBD 3.3)

7.4 ANNEXURE A: DECLARATION OF INTEREST FOR TENDERS (SBD 4)

7.5 ANNEXURE A: PREFERENCE POINTS CLAIM FORM (SBD 6.1)

7.6 ANNEXURE K: BIDDER DECLARATION

7.8 ANNEXURE L: GENERAL CONDITIONS OF CONTRACT

ANNEXURE A: COMPANY INFORMATION (SBD 1)

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX CLEARANCE NUMBER				
TAX CLEARANCE EXPIRY DATE				
HAS PROOF OF CENTRALISED SUPPLIER DATABASE REGISTRATION BEEN SUBMITTED?				YES or NO
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN-BASED SUPPLIER OF THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3 BELOW]
PART B:3 - QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			
Total number of years the firm has been in business			
Total number of employees :			
Full-Time			
Part-Time			
Street Address of all Facilities used by the Firm (e.g. Warehousing, storage space, offices etc.)			

Do you share facilities	☐ Yes	☐ No
If yes, which facilities		
With whom do you share facilities (Name of Firm / Individual)		

What is the enterprise's annual turnover (excl VAT) during the lesser period for which the business has been operating, or for the previous three financial years?			
ZAR amount :	R		
Or the previous three financial years	Year	Year	Year
	ZAR	ZAR	ZAR
Management Structure (Percentage of management on executive level in each of the following groups)			
Group		Percentage	
African			
Coloured			
Indian			
White			

The undersigned is duly authorised on behalf of the firm and affirms that the information furnished is true and correct	
Name and surname	
Signature	
Capacity under which the bid is signed	

Duly authorised to sign on behalf of	
Date	
Commissioner of Oath Signature	
Commissioner of Oath Stamp	

ANNEXURE G - NATIONAL TREASURY CENTRALISED SUPPLIER DATABASE (this is only applicable for South African registered legal entities).
--

To demonstrate compliance with commercial information bidders are required to attach proof of their successful supplier registration on the National Treasury's Centralised Supplier Database (CSD).

South African Tourism will not consider any bids from bidders whose tax status is not valid on CSD.

Bidders who are not registered on CSD can do so at <https://secure.csd.gov.za/>

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate centralised supplier database registration report.

Failure to submit proof of CSD registration shall invalidate a tender and/or inclusion in any list or database of prospective suppliers.

ANNEXURE C: DETAILED BREAKDOWN OF TOTAL COST AND STANDARD SERVICES

Please refer to Annexure L for the bills of quantities to be priced

TIME FRAMES

The pricing schedule should be supported by an **indicative program** showing time frames for delivery and/or execution.

ANNEXURE A: DECLARATION OF INTEREST FOR TENDERS (SBD 4)
--

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 is 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 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 proprietors/directors/trustees/shareholders/members/ partners or any person having a controlling interest in the enterprise, in the table below.

Full Name	Identity Number	Name of State institution

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

--	--	--

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:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the

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

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

ANNEXURE K: BIDDER DECLARATION

The bidder hereby declares the following:

We confirm that _____ (Bidder's Name) will: -

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of South African Tourism;
- b. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat South African Tourism fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with South African Tourism;
- f. Avoid fraudulent and misleading advertising, canvassing and marketing;
- g. Conduct business activities with transparency and consistently uphold the interests and needs of South African Tourism as a client before any other consideration; and
- h. Ensure that any information acquired by the bidder(s) from South African Tourism will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature_____

Date_____

Print Name of Signatory:_____

Designation: _____

FOR AND ON BEHALF OF: _____ (Bidding Company's Name)

ANNEXURE A: 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) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
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
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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
-------	----	-------

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of	Number of points allocated (80/20 system) (To be completed by the organ	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
---	---	--	--	--

	state)	of state)		
Black Women Ownership	02	04		
Black Youth Ownership	02	02		
Black Ownership	04	10		
Small, Medium, and Micro Enterprises (SMMEs)	02	04		
Total	10	20		

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:

.....

.....

.....

ANNEXURE L: GENERAL CONDITIONS OF A CONTRACT

The successful Tenderer shall only be entitled to render services and/or provide goods to South African Tourism once a separate written contract, which should be aligned to “GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT” (Please visit <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx>) for further information issued in 2010 in this respect) and a service level agreement, has been signed by both the Tenderer and South African Tourism, whereupon the Request for Proposal and tender response will cease to have force and effect.



SOUTH AFRICAN TOURISM

ANNEXURE H: FORM OF OFFER AND ACCEPTANCE**Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the Procurement of _____ Refurbishment and Upgrade of SA Tourism Head Office

.....

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

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

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

..... Rand (in words);
R (in figures)

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

Signature(s) _____ Name(s) _____ Capacity _____

for the tenderer.

Name _____ and address of organization _____

Signature & Date _____

Name and _____

Signature of witness Date _____

Acceptance

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

Annexure H: Agreement and Contract Data, (which includes this agreement)

Annexure I: Pricing Data

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The tenderer shall within twenty one (21) calendar days after receiving a completed copy of this agreement including the schedule of deviations (if any), contact the employer's Principal Agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s) _____ Name(s) _____ Capacity _____

for the tenderer.

Name _____ and address of organization _____

Signature & Date _____

Name and _____

Signature of witness Date _____

Schedule of Deviations

Notes:

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

1	Subject	
	Details	
		
		
		
2	Subject	
	Details	
		
		
		
3	Subject	
	Details	
		
		
		
4	Subject	
	Details	
		
		
		

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

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



SOUTH AFRICAN TOURISM

ANNEXURE I: CONTRACT DATA

The Conditions of Contract are the JBCC Series 2000 Principal Building Agreement inclusive of the Contract Data Addenda EC and CE (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee Inc.

Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011- 3154140), the Master Builders Association (011-2059000), the South African Association of Consulting Engineers (011-4632022) or the South African Institute of Architects (011-4860684).

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

Part one: Data provided by the Employer - EC

A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	Refurbishment, Construction and Upgrade of SA Tourism Head Office
Reference number	SAT 286/25
Works description	Refer to Part B: Scope of Work

A 2.0 Site [1.1]

Erf / stand number	50
Township / Suburb	Sandton
Site address	90 Protea Road, Chislehurst
Local authority	City of Johannesburg

A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	South African Tourism		
Business registration number			
VAT/GST number			
Country	South Africa		
Employer's representative: Name	Boikanyo Danke		
E-mail	boikanyo@southafrica.net	Telephone number	011-895 3000
Mobile number			
Postal address	Private Bag X10012		
		Postal code	2146
Physical address	Bojanala House, 90 Protea Road, Chislehurst, Sandton		
		Postal code	2146

A 4.0 Principal agent [1.1]

Name	Betapoint Management Consultants (Pty) Ltd		
Legal entity of above	As above	Contact person	Adam Sargent
Practice number		Telephone number	010-900 5550
		Mobile number	
Country	South Africa	E-mail	info@betapoint.co.za
Postal address	PO Box 84053, Greenside, Johannesburg, South Africa		
		Postal code	2034
Physical address	4th Floor, 33 Baker Street, Rosebank, Johannesburg		
		Postal code	2196

A 5.0	Agent [1.1; 6.2]	Discipline	Architect
--------------	-------------------------	------------	-----------

Name	Betapoint Management Consultants (Pty) Ltd		
Legal entity of above	As above	Contact person	Adam Sargent
Practice number		Telephone number	010-900 5550
		Mobile number	
Country	South Africa	E-mail	info@betapoint.co.za
Postal address	PO Box 84053, Greenside, Johannesburg, South Africa		
		Postal code	2034
Physical address	4th Floor, 33 Baker Street, Rosebank, Johannesburg		
		Postal code	2196

A 6.0	Agent [1.1; 6.2]	Discipline	Quantity Surveyor
--------------	-------------------------	------------	-------------------

Name	Betapoint Management Consultants (Pty) Ltd		
Legal entity of above	As above	Contact person	Adam Sargent
Practice number		Telephone number	010-900 5550
		Mobile number	
Country	South Africa	E-mail	info@betapoint.co.za
Postal address	PO Box 84053, Greenside, Johannesburg, South Africa		
		Postal code	2034
Physical address	4th Floor, 33 Baker Street, Rosebank, Johannesburg		
		Postal code	2196

A 7.0	Agent [1.1; 6.2]	Discipline	Mechanical Engineer
--------------	-------------------------	------------	---------------------

Name	Betapoint Management Consultants (Pty) Ltd/ Graeme Page Consulting Engineers		
Legal entity of above	As above	Contact person	Adam Sargent
Practice number		Telephone number	010-900 5550
		Mobile number	
Country	South Africa	E-mail	info@betapoint.co.za
Postal address	PO Box 84053, Greenside, Johannesburg, South Africa		
		Postal code	2034
Physical address	4th Floor, 33 Baker Street, Rosebank, Johannesburg		
		Postal code	2196

A 8.0	Agent [1.1; 6.2]	Discipline	Electrical Engineer
--------------	-------------------------	------------	---------------------

Name	Betapoint Management Consultants (Pty) Ltd/ Anderson Consulting Engineers		
Legal entity of above	As above	Contact person	Adam Sargent
Practice number		Telephone number	010-900 5550
		Mobile number	
Country	South Africa	E-mail	info@betapoint.co.za
Postal address	PO Box 84053, Greenside, Johannesburg, South Africa		
		Postal code	2034
Physical address	4th Floor, 33 Baker Street, Rosebank, Johannesburg		
		Postal code	2196

A 9.0	Agent [1.1; 6.2]	Discipline	Wet Services Engineer
--------------	-------------------------	------------	-----------------------

Name	Betapoint Management Consultants (Pty) Ltd/ Wills Franklin Pretorius (Pty) Ltd		
Legal entity of above	As above	Contact person	Adam Sargent
Practice number		Telephone number	010-900 5550
		Mobile number	
Country	South Africa	E-mail	info@betapoint.co.za
Postal address	PO Box 84053, Greenside, Johannesburg, South Africa		
		Postal code	2034
Physical address	4th Floor, 33 Baker Street, Rosebank, Johannesburg		
		Postal code	2196

A 10.0	Agent [1.1; 6.2]	Discipline	Health and Safety Consultant
---------------	-------------------------	------------	------------------------------

Name	Betapoint Management Consultants (Pty) Ltd/ Comprac Holdings (Pty) Ltd		
Legal entity of above	As above	Contact person	Adam Sargent
Practice number		Telephone number	010-900 5550
		Mobile number	
Country	South Africa	E-mail	info@betapoint.co.za
Postal address	PO Box 84053, Greenside, Johannesburg, South Africa		
		Postal code	2034
Physical address	4th Floor, 33 Baker Street, Rosebank, Johannesburg		
		Postal code	2196

A 11.0	Agent [1.1; 6.2]	Discipline	Fire Consultant
---------------	-------------------------	------------	-----------------

Name	Betapoint Management Consultants (Pty) Ltd/ BG Consulting (Pty) Ltd		
Legal entity of above	As above	Contact person	Adam Sargent
Practice number		Telephone number	010-900 5550
		Mobile number	
Country		E-mail	info@betapoint.co.za
Postal address	PO Box 84053, Greenside, Johannesburg, South Africa		
		Postal code	2034
Physical address	4 th Floor, 33 Baker Street, Rosebank, Johannesburg		
		Postal code	2196

A 12.0	Agent [1.1; 6.2]	Discipline	
---------------	-------------------------	------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measurement (Seventh Edition)
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	ZAR
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	3

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 7

Contract drawings - description	Number	Revision	Date
Door Schedule DT01 to DT03	2424-4001	A	11 Sep 2025
Door Schedule DT04 to DT-07	2424-4002	A	11 Sep 2025
Shopfitting Item ST01-ST02	2424-1016	A	11/09/2025
Shopfitting Item ST03-ST04	2424-1017	A	11/09/2025
Shopfitting Item ST05-ST06	2424-1018	A	11/09/2025
Shopfitting Item ST07-ST09	2424-1019	A	11/09/2025
Shopfitting Item ST10-ST12	2424-1020	A	11/09/2025
Shopfitting Item ST13-ST14	2424-1021	A	11/09/2025
Shopfront Schedule SFi-01-SFi06	2424-5001	A	11/09/2025
Shopfront Schedule SFi-07-SFi12	2424-5002	A	11/09/2025
Shopfront Schedule SFi-13-SFi17	2424-5003	A	11/09/2025
Shopfront Schedule SFi-18-SFi24	2424-5004	A	11/09/2025
Shopfront Schedule SFi-25-SFi27	2424-5005	A	11/09/2025
Ground Floor Lighting Layout	24076-E100	B	10/09/2025
Ground Floor Small Power Layout	24076-E101	B	10/09/2025
First Floor Lighting Layout	24076-E102-	B	10/09/2025
First Floor Small Power Layout	24076-E102	B	10/09/2025

HVAC Installation Ground Floor Layout	G4260-1001	A	09/09/2025
HVAC Installation First Floor Layout	G4260-1002	A	09/09/2025
HVAC Installation Roof Layout	G4260-1003	A	09/09/2025
Floor Finishes Plan Ground Floor	2424-1006-SK	A	11/09/2025
Floor Finishes Plan First Floor	2424-1007-SK	A	11/09/2025
Ceiling Layout Plan Ground Floor	2424-1014-SK	A	11/09/2025
Ceiling Layout Plan First Floor	2424-1015-SK	A	11/09/2025

B 5.0 Employer's agents [6.0]

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [6.2]

--

Principal agent's and **agents'** interest or involvement in the **works** other than a professional interest [6.3]

N/A

B 6.0 Insurances [10.0]

Insurances by employer			Amount including tax	Deductible amount including tax
Yes/no?	No			
Contract works insurance:				
	New works [10.1.1] (contract sum or amount)			
or	Works with practical completion in sections [10.2] (contract sum or amount)			
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)			
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]				
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/no?		If yes, description 1		
Yes/no?		If yes, description 2		

and/or

Insurances by contractor		Amount including tax	Deductible amount including tax
Yes/no?	Yes		
	New works [10.1.1] (contract sum or amount)		
or	Works with practical completion in sections [10.2] (contract sum or amount)		
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)	Contract sum plus 10%	
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Escalation, professional fees and reinstatement costs if not included above		
Total of the above contract works insurance amount			
Supplementary insurance [10.1.2]			
Public liability insurance [10.1.3]		R5 000 000-00	
Removal of lateral support insurance [10.1.4]			
Other insurances [10.1.5]: Refer B17.0			
Yes/no?	Yes	If yes, description 1	
Hi Risk Insurance [10.1.5.1]			
Yes/no?		If yes, description 2	

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes/no?	No
If yes, description			
Restriction of working hours [12.1.2]		Yes/no?	Yes
If yes, description	Work outside of normal working hours to be approved by Employer		
Natural features and known services to be preserved by the contractor [12.1.3]		Yes/no?	Yes
If yes, description	Existing landscaping		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes/no?	Yes
If yes, description	Office areas and ablutions		
Supply of free issue [12.1.10]		Yes/no?	No
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes/no?	No	If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 9.0 Selected subcontractors [15.0]

Yes/no?	No	If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 10.0 Direct contractors [16.0]

Yes/no?	Yes	If yes, description of extent of work
Extent of work [12.1.11]		Audio-visual
Extent of work [12.1.11]		CCTV and access control
Extent of work [12.1.11]		IT and electronic
Extent of work [12.1.11]		Landscaping maintenance
Extent of work [12.1.11]		Generator and UPS services maintenance

B 11.0 Description of sections [20.1]

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

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		10	5.5	R10 000-00

or where sections are applicable

Practical completion of a section of the works	Intended date of possession of a section Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the works				

Criteria to achieve practical completion not covered in the definition of practical completion

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]			Yes/no?	
If yes, description of applicable elements	eg: Electrical reticulation / Air conditioning system / Landscaping			
	13.1			
	13.2			
	13.3			
	13.4			
	13.5			
	13.6			

B 14.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	25th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	No	
If yes, method to calculate			
Employer shall pay the contractor within: [25.10]	Twenty-one (21) calendar days		

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body			
Applicable rules for adjudication [30.6.2]			
Arbitration [30.7.4; 30.10] If Yes, name of nominating body * If No, then dispute will be referred to litigation	Yes/no? *		Association of Arbitrators (Southern Africa)
Applicable rules for arbitration [30.7.5]	2021 Edition		

B 16.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]	Yes/no?	Yes	
Availability of construction information - is the construction information complete? [P2.3]	Yes/no?	No	
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	Refer to existing layout drawings		
Previous work - defects - details of previous contract(s) [P3.2]			
Inspection of adjoining properties - details [P3.3]			
Handover of site in stages - specific requirements [P4.1]	N/A		
Enclosure of the works - specific requirements [P4.2]			
Geotechnical and other investigations - specific requirements [P4.3]	N/A		
Existing premises occupied - details [P4.5]	N/A		
Services - known - specific requirements [P4.6]	Refer to existing layout drawings		
Water [P8.1]	By contractor	Yes/no?	No
	By employer	Yes/no?	No
	By employer - metered	Yes/no?	Yes
Electricity [P8.2]	By contractor	Yes/no?	No
	By employer	Yes/no?	No
	By employer - metered	Yes/no?	Yes
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?	Yes
	By employer	Yes/no?	No

Communication facilities - specific requirements [P8.4]	
Protection of the works - specific requirements [P11.1]	
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]	Existing works to be protected to avoid damage during construction. A photographic survey must be carried out at site handover to document the condition of the premises prior to construction
Disturbance - specific requirements [P11.5]	
Environmental disturbance - specific requirements [P11.6]	The Contractor is to take adequate measures to minimise dust nuisance and noise levels during construction

B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this agreement
1.1 Definitions AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and JBCC® contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representatives of the parties CONSTRUCTION PERIOD: The period commencing on the date of possession of the site by the contractor and ending on the date of practical completion CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State PRINCIPAL AGENT: The person or entity appointed by the employer and named in the contract data for organs of state and other public sector bodies. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by the employer's representative as named in the contract data for organs of state and other public sector bodies

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: ".... due to no fault of the **contractor**"

10.0 Insurances

Add the following as 10.1.5.1:

Hi Risk Insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.1.5.1.1 Damage to the works

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.1.5.1.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1;

10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the **works** executed on **site**

12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

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

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

19.0 Practical Completion

19.5: Delete the words “subject to the **contractor**’s lien or right of continuing possession of the **works** where this has not been waived”

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words “and/or **compensatory interest**” 25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3: or where ...

29.1.4 : The **contractor**’s estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5 : The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B

☐

Option A	Guarantee for construction (variable) by contractor [11.1.1]
Option B	Guarantee for construction (fixed) by contractor [11.1.2]
Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

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

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

☐

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

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum, which contract sum shall exclude the amount of preliminaries. Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

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

C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B

☐

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

Provision of particulars

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

An allocation of the **preliminaries** amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) **working days** of the date of acceptance of **Option A**

Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme
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Adjustment methods

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

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

Failure to provide particulars within the period stated

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

Lump sum contract

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

ANNEXURE J: PRICING DATA



Pricing Assumptions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seventh Edition, 2015).
- 2 The Conditions of Contract are the JBCC Series 2000 Principal Building Agreement inclusive of the Contract Data Addenda EC and CE (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee Inc. The ASAQS Preliminaries (February 2016 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement inclusive of the Contract Data Addenda EC and CE shall be deemed to be incorporated herein.

The additions, deletions and alterations to the JBCC Principal Building Agreement inclusive of the Contract Data Addenda EC and CE and the Preliminaries as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

- 3 It will be assumed that prices included in the Bills of Quantities, unless otherwise stated in the Scope of Work, are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 4 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent and can be viewed at any time during office hours up until the completion of the works.
- 5 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 only be substituted with the written approval of the Principal Agent.
- 6 Where any item is not relevant to this specific agreement, such item is marked not applicable.
- 7 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities.
- 8 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
- 9 The contract sum must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities are net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary.

Annexure N: Bills of Quantities (attached folder)

LIST OF RETURNABLES CHECKLIST

SECTION	SUB-INDEX T2.1	PAGE	TENDERER COMPLIED?
T2.1.1	Tender Briefing / Site Inspection Attendance Certificate		
T2.1.2	Certificate of Authority for Signatory		
T2.1.3	Registration Certificates/Agreements/Identity Documents		
T2.1.4	Joint Venture/Consortium Disclosure Form		
T2.1.5	Tax Compliance Requirements		
T2.1.6	Proof of Valid Registration with CIDB		
T2.1.7	Proof of Workmen's Compensation Registration		

SECTION	SUB-INDEX T2.2	PAGE	TENDERER COMPLIED?
T2.2.1	Record of Addenda to Tender documents	25	
T2.2.2	Local Employment & Sourcing	26	
T2.2.3	Unemployment Insurance Fund (UIF) - Registration Certificate (Act 4 of 2002)	27	
T2.2.4	Form Concerning Fulfilment of the Construction Regulations, 2014	28	
T2.2.5	Bidder's Disclosure	31	
T2.2.6	Declaration of Tenderers past Supply Chain Management Practices	32	
T2.2.7	Certification of Independent Tender Determination	37	
T2.2.8	Service Provider Code of Conduct	40	
T2.2.9	RFP Declaration Form	43	
T2.2.10	Compulsory Enterprise Questionnaire	45	
T2.2.11	Certificate of Acquaintance with Tender Document	48	

PART T2.1.1: BRIEFING / SITE INSPECTION ATTENDANCE CERTIFICATE

This is to certify that (Tenderer).....of
Address.....
Telephone number
Fax number
E-mail address
was represented by the person(s) named below at the compulsory meetings held for all Tenderers at

Bojanala House, 90 Protea Road, Chislehurst, Johannesburg, Gauteng

Attendee to bring RSA ID Document for registration, failure will result in no entry.

I/We hereby acknowledge that I/We visited the site and acquainted ourselves with the conditions likely to influence the work and all aspects that could influence either the cost or the construction of the services prior to determining our rates and prices.

I/We further certify that I/we are satisfied with the description of the work and explanations given at the meeting and that I/We perfectly understand the work to be done, as specified and implied, in the documentation and information provided.

TENDERER'S REPRESENTATIVE(S):

Name: Signature
Capacity:
Name: Signature:
Capacity:

EMPLOYER'S REPRESENTATIVE:

Name: Signature:
Capacity: Date.....

** Attendance Register will also be used as proof, subject to tenderer not having this Returnable present at brief.*

PART T2.1.2: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category. (I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated. Examples are shown below if tenderer want to create own form.

(I) CERTIFICATE FOR COMPANY

I,, chairperson of the Board of Directors/ Company Secretary of, hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with the Tender for **Tender No. SAT 286/25** and any contract resulting from it, on behalf of the company.
Chairman:, or;

Company Secretary:.....

As Witness: 1.

2.

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as
..... hereby authorise Mr/Ms..... acting in the capacity of to sign all documents in connection with the Tender for Tender No SAT 286/25 - and any contract resulting from it, on our behalf

NAME	ADDRESS	SIGNATURE	DATE

We, the undersigned, being the key members in the business trading as
 hereby authorise Mr/Ms..... acting in the capacity of
 to sign all documents in connection with the Tender for
 Tender No SAT 286/25 and any contract resulting from it, on our behalf.

NAME ADDRESS SIGNATURE DATE

Note: This certificate is to be completed and signed by all the key members upon whom rests the directions of the affairs of the Close Corporation as a whole.

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key members in the business trading as
 hereby authorise Mr/Ms..... acting in the capacity of
 to sign all documents in connection with the Tender for
 Tender No. SAT 286/25 and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of the Partnership as a whole.

(IV) CERTIFICATE FOR SOLE PROPRIETOR

I, hereby confirm that I am the sole owner of the business trading as

Signature of Sole Owner:

As Witnesses:

1.

2.

Date:

V) CERTIFICATE JOINT VENTURE

We, the undersigned, being the key members in the business trading as
.....hereby authorise Mr/Ms..... acting in the capacity of
..... to sign all documents in connection with the Tender for
Tender No. SAT 286/25 and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME	ADDRESS	DULY AUTHORISED SIGNATORY	DATE
		Signature, Name, and Designation	
Lead Partner:			
CIDB NO:			
Lead Partner			
CIDB NO:			
Partner:			
CIDB NO:			
Partner:			
CIDB NO:			
Lead Partner:			
CIDB NO:			

Note: This certificate is to be completed and signed by all the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.

PART T2.1.3: REGISTRATION CERTIFICATES/AGREEMENTS/IDENTITY DOCUMENTS

Attach hereto certified copies of Registration Certificates for Companies and Closed Corporations and certified copies of Identity Documents for Partnerships and Sole proprietors as well as signed Agreements and Powers of Attorney for Joint Venture / Consortium if applicable.

Including relevant Identity Documents and complete disclosure of Shareholding of the tenderer.

Non-submission hereof may deem your tender non-responsive.

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

(Signature)

(Date)

PART T2.1.4: JOINT VENTURE/CONSORTIUM DISCLOSURE FORM

**TO BE COMPLETED ONLY IF TENDER IS SUBMITTED IN A
JOINT VENTURE OR CONSORTIUM**

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between joint venture partners concerning the contract must be attached to this form, including those that relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) Affirmable Business Enterprise (ABE) partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture tenderer will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address
.....
- c) Physical address
.....
- d) Telephone
- e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1. (a) Name of Firm**
- Postal Address
- Physical Address
- Telephone
- Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

2.2. (a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1. (a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

3.2. (a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

3.3. (a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

(Continue as required for further Affirmable Joint Venture Partners)

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

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

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s) %

b) Non-Affirmable Joint Venture Partner ownership percentage(s)..... %

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing.....

(ii) Initial capital contribution in Rands.....

.....
.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

.....
.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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

5. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		
	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g., co-signature requirements and Rand limits).

(a) Joint Venture payment approvals

.....

.....

.....

(b) Authority to enter contracts on behalf of the Joint Venture

.....

.....

.....

(c) Signing, co-signing and/or collateralising of loans

.....

.....

.....

(d) Acquisition of lines of credit

.....

.....
.....
(e) Acquisition of performance guarantees

.....
.....
.....
(f) Negotiating and signing labour agreements

.....
8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....
(b) Major purchasing

.....
(c) Estimating

.....
(d) Technical management

.....
9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the “managing partner”, if any,

.....
.....
.....
(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....
.....
.....
(c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

* Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

Page 18 of 87 Volume 2 of 3 Part T2 Tender Returnable

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the way the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records, and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date
.....

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

PART T2.1.5: TAX COMPLIANCE REQUIREMENTS

IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE SUCCESSFUL TENDERER MUST BE IN ORDER PRIOR TO CONDITIONAL APPOINTMENT.

1. The Tax Pin issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the Tax Pin will result in the **invalidation/ disqualification** of the tender submission as per stipulated criteria in the Responsiveness Evaluation.
2. Valid Tax Compliance is a mandatory requirement for the successful bidder prior to appointment, to be awarded a contract in terms of this tender.
3. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance status will be based on all the Joint Venture Partners status. The Tax Compliance status documentation of all the Joint Venture Partners is to be appended to this page. Any tax non-compliance of any party will require a bidder to provide fully compliant tax status for any award to be made.
4. Bidders are expected to have their tax affairs in order, to be able to do business with the DBSA.

I, _____ of _____,

(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

(Signature)

(Date)

PART T2.1.6: PROOF OF VALID REGISTRATION WITH CIDB & CSD

IT IS A CONDITION OF THIS TENDER THAT THE TENDERER MUST BE REGISTERED WITH CSD AND VALID/COMPLIANT WITH CIDB AT TENDER CLOSURE AND FURTHER.

THE SUCCESSFUL TENDERER MUST BE IN COMPLIANCE WITH CIDB AND CSD PRIOR TO CONDITIONAL APPOINTMENT.

The Tenderer shall attach hereto its:

- i Valid Registration Certificate of the National Treasury Central Supplier Database (CSD).
- ii Valid Registration Certificate of the Construction Industry Development Board (CIDB).
- iii In the case of Consortium/Joint Venture Tenders, each partner shall provide their own valid CIDB registration certificate and CSD registration, including for the Consortium/Joint Venture.

Failure to submit the above will result in the **invalidation/ disqualification** of the tender submission as per stipulated criteria in the Responsiveness Evaluation.

Registration on the Central Supplier Database (CSD) site of the National Treasury is a compulsory requirement for a tenderer to conduct business with the DBSA. The onus is on each tenderer to register on the CSD site and provide proof of registration on the CSD site in the form of a report as prescribed in this returnable.

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

PART T2.1.7: PROOF OF WORKMEN'S COMPENSATION REGISTRATION (COIDA)

The Tenderer shall attach hereto valid proof of workmen's compensation registration or proof of payment of contributions in terms of the Compensation of Occupational Injuries and Diseases Act, No. 130 of 1993.

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

(Signature)

(Date)

PART T2.2: RETURNABLE DOCUMENTS**Notes:**

Refer to Page 1 of Volume 2 of 3 for Instructions to be followed.

- Any returnable that has a ~~Strike through~~, is not applicable to this specific tender.

SECTION	SUB-INDEX T2.2	PAGE	TENDERER COMPLIED?
T2.2.1	Record of Addenda to Tender documents		N/A
T2.2.2	Local Employment & Sourcing		
T2.2.3	Unemployment Insurance Fund (UIF) - Registration Certificate (Act 4 of 2004)		
T2.2.4	Form Concerning Fulfilment of the Construction Regulations, 2014		
T2.2.5	Bidders Disclosure		
T2.2.6	Declaration of Tenderers past supply Chain Management Practices		
T2.2.7	Certification of Independent Tender Determination		
T2.2.8	Service Provider Code of Conduct		
T2.2.9	RFB Declaration Form		
T2.2.10	Compulsory Enterprise Questionnaire		
T2.2.11	Certificate of Acquaintance with Tender Document		

PART T2.2.1: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications amending the Tender documents, received from the Employer or his representative before the closing date of submission of this Tender offer, have been considered in this Tender offer.

ADD NO.	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		

I, _____ of _____,

(Authorised Signatory)

(Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

(Signature)

(Date)

PART T2.2.3: UNEMPLOYMENT INSURANCE FUND (UIF) - REGISTRATION CERTIFICATE (ACT 4 OF 2004)

A valid Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here.

I, _____ of _____,
(Authorised Signatory) (Company Name)

Hereby acknowledge having read, understood, and agree to the terms and conditions set out in this Returnable and warrant that the documents submitted are true and accurate copies of the originals.

(Signature) (Date)

PART T2.2.4: FORM CONCERNING FULFILMENT OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993, EDITION 23 (LATEST EDITION) INCLUDING THE CODE OF PRACTICE: MANAGING EXPOSURE TO SARS-CoV-2 IN THE WORKPLACE

In terms of regulation 5 (g), (h), (i) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Client/Client Agent shall ensure:

- that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;
- that the Principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely; and
- take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations:

1. I confirm that I am fully conversant with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), Edition 23 (latest edition), including the Code of Practice: Managing exposure to SARS-CoV-2 in the workplace
- 2.

Tick

Yes	
No	

2. Proposed approach to achieve compliance with all Regulations

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist sub-contract resources (competent) - specify:	
.....	
.....	
.....	
.....	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CV's to be attached).

.....

.....
.....

4. Provide proof of Legal Liability training conducted from accredited service provider for all legal appointees as per legislation requirements:

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

5. Potential key risks identified and measures for addressing risks: