



## INVITATION TO BID

<b>BID NUMBER:</b>	<b>EKZNW 12/2024/25</b>
<b>DESCRIPTION OF GOOD/SERVICE/WORK REQUIRED:</b>	<b>REFURBISHMENT OF THE WATER AND WASTEWATER TREATMENT PLANTS AT THE MIDMAR RESERVE.</b>
<b>REQUIRED CIDB GRADING:</b>	It is estimated that tenderers should have a CIDB contractor grading of <b>3CE or higher.</b>
<b>COMPULSORY SITES BRIEFING SESSIONS DATE &amp; ADDRESS:</b>	<p>Date: <b>11 April 2025</b>  Time: <b>11:00am</b>  Venue: <b>R103 Old Howick Road, Midmar Nature Reserve, Howick 3290</b></p> <p>Note 1: <b>Bidders are to download and bring completed printed documents with them to site so that the “OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE” (page 5) can be signed and stamped on site.</b></p>
<b>CLOSING DATE AND TIME:</b>	<b>30 April 2025 11:00am</b>
<b>BID VALIDITY PERIOD:</b>	180 calendar days (commencing from the Closing Date)
<b>BID DOCUMENTS DELIVERY ADDRESS:</b>	<p>Ezemvelo KZN Wildlife, Head Office  Queen Elizabeth Park  No. 1 Peter Brown Drive  Montrose, Pietermaritzburg  3202</p> <p><b>NB: Bidders must submit both hard copies and electronic documents in the form of a USB.</b></p>

<b>NAME OF BIDDER:</b>	
<b>BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED:</b>	<b>R</b>
<b>BID PRICE IN WORDS:</b>	..... ..... .....
<b>BIDDERS SIGNATURE:</b>	

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## SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK, EZEMVELO KZN WILDLIFE SUPPLY CHAIN MANAGEMENT POLICY AND ALL OTHER PRESCRIPTS THAT REGULATE PUBLIC PROCUREMENT IN THE REPUBLIC OF SOUTH AFRICA.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. **Bids submitted must be accurately completed. Bidders must ensure that all questions are answered. If questioned are “not applicable”, bidders must ensure that “N/A” is indicated in the relevant space. It is not permissible to leave blank spaces or unanswered questions. Bidders will only be considered if the bid document is accurately completed and accompanied by all relevant certificates and other necessary applicable information. Original signature must appear on all relevant Sections of the bid document. Failure to comply with the same will invalidate your bid.**
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. **For compulsory briefing sessions - Bidders must ensure that during a briefing session, the certificate is stamped and signed, also ensure that the attendance register is signed. Failure to comply with any of these will result to disqualification.**

## REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative) .....,

WHO REPRESENTS (state name of bidder) .....CSD Registration

Number.....

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

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

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

**DATE:** .....

# OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: \_\_\_\_\_

**BID No: EKZNW 12/2024/25**

**SERVICE: REFURBISHMENT OF THE WATER AND WASTEWATER TREATMENT PLANTS AT THE MIDMAR RESERVE.**

This is to certify that (bidder's representative name) \_\_\_\_\_

On behalf of (company name) \_\_\_\_\_

Visited and inspected the site on \_\_\_\_/\_\_\_\_/\_\_\_\_ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

**Signature of Bidder or Authorized Representative**  
(PRINT NAME)

**DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Name of Public Entity Representative**  
(PRINT NAME)

<b>Official stamp with signature</b>

## AUTHORITY TO SIGN A BID

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

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

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:.....

hereby authorise Mr/Mrs/Ms.....

acting in the capacity of.....

whose signature is.....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

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

**Note:**

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

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

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE</b>					
BID NUMBER:	EKZNW 12/2024/25	CLOSING DATE:	30 APRIL 2025	CLOSING TIME:	11:00
DESCRIPTION	REFURBISHMENT OF THE WATER AND WASTEWATER TREATMENT PLANTS AT THE MIDMAR RESERVE.				
<b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED AT THE FOLLOWING ADDRESS:</b>					
Ezemvelo KZN Wildlife, Head Office					
Queen Elizabeth Park					
No. 1 Peter Brown Drive, Montrose					
Pietermaritzburg, 3202					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Sthabiso Sithole		CONTACT PERSON	Sihle Ximba	
TELEPHONE NUMBER	033 845 1225		TELEPHONE NUMBER	033 330 5179	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Sthabiso.Sithole@kznwildlife.com">Sthabiso.Sithole@kznwildlife.com</a>		E-MAIL ADDRESS	<a href="mailto:Sihle.Ximba@kznwildlife.com">Sihle.Ximba@kznwildlife.com</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
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.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:  
.....  
.....

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:  
.....  
.....  
.....  
.....

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.

### 3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

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

3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bidder

---

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

## 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

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE OFFER	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a Bidder to submit proof or documentation required in terms of this Bid 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
$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where:

$P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = 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.**

**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	Weight	Number of points claimed (80/20 system) (To be completed by the tenderer)	Proof to be attached to substantiate points
At least 51% owned by black people.	<b>05</b>		Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD report must be attached as a proof.
At least 51% owned by black people who are women.	<b>05</b>		Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD report must be attached as a proof.
At least 51% owned by black people who are youth.	<b>05</b>		Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD report must be attached as a proof.
Geographical Location: <b>uMgungundlovu District Municipality</b>	<b>05</b>		Proof of business address in a form of, utility bill / letter from the ward councilor / lease agreement.

## **DECLARATION WITH REGARD TO COMPANY/SPV**

2.1 Name of company/SPV.....

2.2 Company registration number: .....

2.3 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]

2.4 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.

.....	
<b>SIGNATURE(S) OF BIDDER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. INTRODUCTION**

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract for Construction Works 2015 (GCC) and the following applicable other Special Conditions of Contract.

### **2. BACKGROUND**

Ezemvelo KZN Wildlife is a South African state-owned conservation agency established in terms of the KwaZulu-Natal Nature Conservation Management Act (Act No. 9 of 1997) with the mandate of conserving; protecting; controlling, and managing protected areas and their biological diversity, which represents the indigenous fauna, flora, landscapes and associated cultural heritage of the KwaZulu-Natal (KZN) province. As a public entity, Ezemvelo is also governed by the Public Finance Management Act, Act 1 of 1999 (as amended by Act 29 of 1999) and listed as a Schedule 3 Part C public entity.

As one of the leaders in global biodiversity conservation, the organization manages more than 110 protected areas in the KZN province. Ezemvelo nature reserves house some of the rare and most valuable biodiversity species and cultural heritage sites in the World that are spread across 110 protected areas (of which 34 have tourism facilities or resorts) in a total land surface area amounting to more than 800,000 ha. Some of Ezemvelo tourism facilities are situated in one (1) of two (2) World Heritage sites in the province, namely the Maloti-Drakensburg that draws a number of local and foreign tourists to drive ecotourism growth and creates both local economic and rural development. Thus, promoting tourism destination development and contribute towards the transformation of national, provincial, and local tourism sectors.

### **3. PURPOSE**

The purpose of this bid is to invite prospective bidders to submit a request for refurbishment of the water and wastewater treatment plants at the Midmar reserve.

### **4. BID PUBLICATION AND VALIDITY PERIOD**

It is the responsibility of the bidder to keep tracking any information updates on the original tender adverts (e-Tenders Portal) throughout bidding process (advert till award stage). The tender proposal must remain valid for the period of one hundred and eighty (**180**) calendar days after closing date.

### **5. CONTRACT PERIOD**

The duration of the contract will be for a period of 6 months.

### **6. SPECIFICATIONS/SCOPE OF WORK**

Bidders are to study the Bills of Quantities, general and project-specific specifications, drawings, and all other information issued with this Bid Document to acquaint themselves fully with the scope of works required, as well as the timelines and project limitations that will need to be included in their planning of and therefore pricing of the works. Further to the above, Bidders are urged to visit the site to determine site-specific limitations, requirements etc. that will affect the works and that may or may not be explicitly stated within this Bid Document. All site conditions, except those that are latent will be deemed to have been taken cognizance of in the pricing data.

## 7. PRICING

The offered total of the prices should be inclusive of Value Added Tax (VAT). The Bidders pricing is to remain firm for **180 days** from the closing date of this tender; Ezemvelo KZN Wildlife reserves the right to negotiate with the recommended bidder prior to signing of the contract.

## 8. EVALUATION STAGES

The bid shall be evaluated in four (4) phases, the details of the evaluation stages are outlined below:

### **Phase 1: Administrative Compliance:**

- The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
- The bidder has made the necessary disclosures on SBD4.
- The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. A director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise. (Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors).
- Bid documents must be properly received on the bid closing date and time specified on the invitation.
- Bidder must ensure compliance with their tax obligations. No tender may be awarded to any tenderer whose tax matters have not been declared by the SARS to be in order.
- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS.
- The bid document must be fully completed, dated, and signed. All signatures must be original.
- The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The bidder or any of its directors/shareholders are not restricted from doing business with government in terms of SCM Practice Note 05 of 2006.
- Attendance of compulsory briefing meeting.



## Phase 2: Mandatory Requirements

### a. CIDB registration

Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a class of 3CE or Higher construction works are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- i. every member of the joint venture is registered with the CIDB;
  - ii. the lead partner has a contractor grading designation in the **3CE or Higher** class of construction works; and
  - iii. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3CE or Higher** class of construction works or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
- b. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).

## Phase 3: Functionality Evaluation

Bid functionality will be evaluated out of 100 points by using the following points weight categories. All Bids that scored below the **60 points** will be eliminated and not considered for further evaluation.

	Evaluation Criteria	Deliverables	Points	Sub-Points		Sub-Criteria
1.	<b>Competency, Experience and Resource Capacity</b>		<b>45 Points</b>			
	Tenderer to demonstrate their competency and capacity to undertake the project	Provide track record of experience with water treatment plant or wastewater treatment plant Projects. Signed letters of award and completion certificates to be attached for a minimum of 3 relevant projects, each valued at R1 000 000.00 or more, completed in the past 10 years.  Proof of projects must be supported by: i. Signed award letters or purchase order by the awarding institution or client. ii. Signed completion certificates by the	35	35	Sub-points	3 Projects with a set of documents
				20	Sub-points	2 Projects with a set of documents
				10	Sub-points	1 Project with a set of documents
				0	Sub-points	0 Projects with a set of documents

		awarding institution or client.  <b>NB:</b> Signed award letters or purchase orders and completion should be for the same project.				
		Signed or stamped positive reference letter(s) from the awarding institution or client for all the submitted projects stating the tenderers workmanship, time, or programme management.	10	10 of 10	Sub-points	3 letters
				5 of 10	Sub-points	2 letters
				2 of 10	Sub-points	1 letter
				0 of 10	Sub-points	0 letters
2.	<b>Tenderer’s Project Management Structure and Organogram and Experience of Resources Proposed for the Project</b>		<b>55 Points</b>			
	Demonstration of the tenderer’s human resource capacity and technical competency for the project - Contracts Manager/Project manager - Safety officer - Artisan  Proposed project team and have a curriculum vitae (CV) with copies of qualification, for each project team member; demonstrating extensive experience in projects in engineering projects.	Contracts Manager or Project Manager • relevant qualification		05	Sub-points	NQF level 6 or higher qualification in engineering
				0 of 10	Sub-points	0 qualification
		• Working experience 1-5 years	20	15	Sub-points	5 years = 15 points
						3-4 years =10 points
						1-2 years =5 points
						0 years = 0 points
		Safety Officer • Relevant qualification	20	05	Sub-points	NQF level 5 or higher qualification in the safety environment.
		• Working experience 1-5 years		15	Sub-points	4-5 years = 15 points
						3-4 years =10 points
						1-2 years =5 points
					0 years = 0 points	
	Electrician or Millwright (Artisan) • Relevant qualification	15	10	Sub-Points	Trade Test Certificate = 10 points	
					No trade test certificate = 0 points	
	• Working experience 1-3 years		5	Sub-Points	3 years = 5 points	
					1-2 years = 3 points	
		0 years = 0 points				
	<b>TOTAL POINTS</b>			<b>100</b>		

#### Phase 4: Price and preference

- The applicable preference point system for this tender is the 80/20 preference point system.
- Points shall be awarded for price is (80) and (20) for specific goals.
- The specific goals for the tender and points claimed are indicated per the table below:

POINTS FOR PRICE	SPECIFIC GOAL
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$  Where: Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmin = Price of lowest acceptable tender	1. At least 51% Black owned enterprise. Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD report must be attached as a proof.
	2. At least 51% owned by Black people who are women. Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD report must be attached as a proof.
	3. At least 51% owned by Black people who are youth. Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. CSD report must be attached as a proof.
	4. Geographical Location. Proof of business address must be submitted in a form of the following, utility bill / letter from the ward councilor / lease agreement.

#### 10. TENDER SUBMISSION

Bids must be submitted in both hard copies and electronic documents in the form of a USB. Bids must be deposited in the bid box, EZEMVELO KZN WILDLIFE, Queen Elizabeth Park, 01 Peter Brown Drive, Montrose, Pietermaritzburg, 3202 by envelopes clearly marked **“EKZNW 12/2024/25: Refurbishment of the water and wastewater treatment plants at the Midmar reserve.”**

## 11.CAPACITY OF THE BIDDER

Bid description	<b>Refurbishment of the water and wastewater treatment plants at the Midmar reserve.</b>
Bid number	<b>EKZNW 12/2024/25</b>
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars. Failure to furnish the particulars may result in the Bid being disregarded.)</p> <ol style="list-style-type: none"> <li>List of projects completed</li> <li>Contact/Project Manager, Safety Officer and Electrician or Millwright (Artisan) to be, or are, employed for this project:</li> </ol>	

### 1. LIST OF PROJECTS:

Provide three (3) or more water treatment plant or wastewater treatment plant Projects, each valued at R1 000 000.00 or more, completed within the last ten (10) years.

No.	Name of the Institution.	Project Description.	Contact Person.	Project Value.	Contract Period.
1.					
2.					
3.					

### 2. KEY PERSONNAL:

Demonstration of the tenderer's human resource capacity and technical competency for the project

No. of Resources	Key Personnel	Name and Surname	Name of Qualification	Years of Experience
1	Contract Manager/ Project Manager			
2	Safety Officer.			
3.	Electrician or Millwright (Artisan)			

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

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Enterprise Name:** .....

# PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

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## **1. INTRODUCTION AND BACKGROUND**

### **1.1 Background to the Pre-construction Health and Safety Specification**

The Construction Regulations (2014) place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks not successfully eliminated during design.

### **1.2 Purpose of the Pre-construction Health and Safety Specification**

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the now promulgated Construction Regulations (2014) in order to reduce incidents and injuries. This pre-construction specification shall act as the basis for the drafting of the construction phase health & safety plan.

The pre-construction specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the health & safety of all persons potentially at risk may receive the same priority as other facets of the project e.g. cost, programme, environment, etc.

### **1.3 Implementation of the Pre-construction Health and Safety Specification**

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when drawing up its project-specific construction phase health & safety plan. The Principal Contractor shall forward a copy of this specification to all Contractors at their bidding stage so that they can in turn prepare health & safety plans relating to their operations.

## **2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

### **2.1 Scope**

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

### **2.2 Interpretations**

#### **2.2.1 Application**

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

#### **2.2.2 Definitions**

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (2014) shall apply.

### **2.3 Minimum Administrative Requirements**

#### **2.3.1 Notification of Intention to Commence Construction Work**

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to the Client on appointment.

#### **2.3.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site**

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHSA and Construction Regulations), prior to commencement of work. Proof of competency must be included. See annexure B.



### **2.3.3 Competency for Contractor's Appointed Competent Persons**

Contractors' competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (2014). Proof of competence for the various appointments must be included.

### **2.3.4 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)**

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the Client as proof of registration. Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

### **2.3.5 Occupational Health and Safety Policy**

The Principal Contractor and all Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.

### **2.3.6 Health and Safety Organogram**

The Principal Contractor and all Contractors shall submit an organogram, outlining the Health and Safety Site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the Site Management Structure.

### **2.3.7 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment**

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include;

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) A documented risk assessment based on the list of hazards and tasks;
- c) A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- d) A monitoring and review procedure of the risks assessment as the risks change.

The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented).

### **2.3.8 Health and Safety Representative(s)**

The Principal Contractor and all Contractors shall ensure that where required Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at health & safety meetings

### **2.3.9 Health and Safety Committees**

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organised and chaired by the Principal Contractor's Responsible Person. All Contractors' Responsible Persons and Health & Safety Representatives shall attend the monthly health & safety meetings. Contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

### **2.3.10 Health and Safety Training**

#### **2.3.10.1 Induction**

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The Principal Contractor shall ensure that all site personnel undergo a risk-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. **A suitable venue must be supplied to house this training.**

#### 2.3.10.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement.

#### 2.3.10.3 Competency

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, carry out. This will have to be assessed on a regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work.

### **2.3.11 General Record Keeping**

The Principal Contractor and all Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (2014). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, etc. are kept in a health & safety file held in the site office. The Principal Contractor must ensure that every Contractor opens its own health & safety file, maintains the file and makes it available on request.

### **2.3.12 Health & Safety Audits, Monitoring and Reporting**

The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of health & safety. The Principal Contractor is obligated to conduct similar audits on all Contractors appointed by it. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the Primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, available on request.

### **2.3.13 Emergency Procedures**

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies;
- Information on hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and available to site personnel.

### **2.3.14 First Aid Boxes and First Aid Equipment**

The Principal Contractor and all Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes adequately stocked at all times. All Contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees shall have a trained, certified first aider on site at all times.

### **2.3.15 Accident / Incident Reporting and Investigation**

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plan how it will handle each of these categories. When reporting injuries to the

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Client, these categories shall be used. All injuries shall be investigated by the Principal Contractor, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.

### **2.3.16 Hazards and Potential Situations**

The Principal Contractor shall immediately notify other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

### **2.3.17 Personal Protective Equipment (PPE) and Clothing**

The Principal Contractor shall ensure that all workers are issued and wear hard hats, safe footwear and overalls. The Principal Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

- Lost or stolen;
- Worn out or damaged.

The above procedure applies to Contractors and their Sub-contractors, as they are all Employers in their own right.

### **2.3.18 Occupational Health and Safety Signage**

The Contractor shall provide adequate on-site OHS signage. Including but not limited to: 'no unauthorised entry', 'report to site office', 'site office', 'beware of overhead work', 'hard hat area'. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

### **2.3.19 Permits**

Permits may include the following:

- Use of Explosives and Blasting
- Work for which a fall prevention plan is required
- Use of cradles

### **2.3.20 Contractors and Sub-contractors**

The Principal Contractor shall ensure that all Contractors under its control comply with this Specification, the OHS Act 85/1993, Construction Regulations (2014), and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance.

### **2.3.21 Incentives and Penalties**

Certain incentives will be provided for ongoing compliance to the provisions of the construction phase health & safety plan submitted by the Principal Contractor.

Penalties will be implemented for ongoing non-compliance to the provisions of the construction-phase health & safety plan as submitted by the Principal Contractor.

## **2.4**

### **2.5 Physical Requirements**

#### **2.4.1 Demolition Work**

Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client. Acceptance will then be issued to the Principal Contractor to proceed with the demolition work. The Principal Contractor shall ensure that demolition work complies with the Construction Regulations (2014).

#### **2.4.2 Excavations, Shoring, Dewatering or Drainage**

The Principal Contractor and any relevant Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification.

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The Contractor shall make sure that:

- a) The excavations are inspected before every shift and a record is kept;
- b) Safe work procedures have been communicated to the workers;
- c) The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times;
- d) The requirements as per section 13 of the Construction Regulations are adhered to.

#### **2.4.3 Edge Protection and Penetrations**

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractor's risk assessment must include these items. E.g. protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

#### **2.4.4 Explosives and Blasting**

The Principal Contractor shall ensure that the use of explosives and blasting (where required) be undertaken by a competent Contractor. A Safe Work Procedure (SWP) must be submitted to the Client for approval before commencement of blasting work. The Client will issue a permit to authorise the operation.

#### **2.4.5 Piling**

The Contractor shall ensure that piling is undertaken by a competent Contractor. A SWP shall be submitted to the Client for approval before commencement of this work.

#### **2.4.6 Stacking of Materials**

The Principal Contractor and other relevant Contractors shall ensure that there is an appointed staking supervisor and all materials, formwork and all equipment is stacked and stored safely.

#### **2.4.7 Speed Restrictions and Protection**

The Principal Contractor shall ensure that all persons in its employ, all Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s), especially in big 5 game reserves. Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

#### **2.4.8 Hazardous Chemical Substances (HCS)**

The Principal Contractor and other relevant Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS is carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

#### **2.4.9 Asbestos**

Not applicable

### **2.5 Plant and Machinery**

#### **2.5.1 Construction Plant**

"Construction Plant" includes all types of plant including but not limited to, cranes, piling rigs, excavators, road vehicles, and all lifting equipment.

The Principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (July 2014). The Principal Contractor and all relevant Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times.

#### **2.5.2 Pressure Equipment Regulations and Gas Bottles**

The Principal Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate fire fighting equipment (Fire Extinguishers) on hand.

### **2.5.3 Fire Extinguishers and Fire Fighting Equipment**

The Principal Contractor and relevant Contractors shall provide adequate, regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required.

### **2.5.4 Hired Plant and Machinery**

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (2014) shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Contractors must ensure the same.

### **2.5.5 Scaffolding / Working at Heights**

Working at heights includes any work that takes place in an elevated position. The Contractor must submit a risk-specific fall prevention plan in accordance with the Construction Regulations (2014) before this work is undertaken. The fall prevention plan must be approved by the Client before work may commence, and a permit to operate will be issued.

### **2.5.6 Formwork and Support work for Structures**

The Principal Contractor shall ensure that the provisions of section 10 of the Construction Regulations (2014) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has been removed. Records of all inspections must be kept in a register on site.

### **2.5.7 Lifting Machines and Tackle**

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 22). There must be a competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

- All lifting machinery and tackle has a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- There is proper supervision in terms of guiding the loads that includes a trained banksman to direct lifting operations and check lifting tackle;
- The tower crane bases have been approved by an engineer;
- The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

### **2.5.8 Ladders and Ladder Work**

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Contractors using their own ladders must ensure the same.

### **2.5.9 General Machinery**

The Principal Contractor and relevant Contractors shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery

### **2.5.10 Portable Electrical Tools and Explosive Powered Tools**

The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g., personal protection equipment, guards, etc.

The Contractor shall consider the following:

- A competent person undertakes routine inspections and records are kept;
- Only authorised trained persons use the tools;
- The safe working procedures apply;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.
- A register indicating the issue and return of all explosive round;
- Signs to be posted up in the areas where explosive powered tools are being used.

### **2.5.11 High Voltage Electrical Equipment**

No high voltage electrical equipment is present on, under or above the construction area.

### **2.5.12 Public and Site Visitor Health & Safety**

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up, but shall not be the only measure taken.

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these 'inductions' must be kept on site in accordance with the Construction Regulations.

### **2.5.13 Night Work**

The Principal Contractor must ensure that adequate lighting is provided to allow for work to be carried out safely.

### **2.5.14 Transport of Workers**

The Principal Contractor and other Contractors shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section to store them;
- Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.
- Transport workers in bakkies unless they are closed/covered and have the correct number of seats for the passengers.

## **2.6 Occupational Health**

### **2.6.1 Occupational Hygiene**

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, absorption, and noise induction. Site-specific health risks are tabled in Annexure C e.g. cement dust, wet cement, wood-dust, noise, etc.

### **2.6.2 Welfare Facilities**

The Principal Contractor must supply Sufficient toilets (1 toilet per 30 workers), showers (1 for every 15 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

### **2.6.3 Alcohol and other Drugs**

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

## PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)

### ANNEXURE A

The Principal Contractor and Contractors must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHS Act Requirement	Submission Date
2.3.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regs.	Before commencement on site
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with H&S plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.7	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Construction Regs.	Together with H&S plan
2.3.8	Health and Safety Representative	OHS Act	Submit as soon as there are more than 20 employees on site
	Other		

## ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

### ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progresses)

Appointment	OHS Act Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Work Supervisor	CR 8.7	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/ her overall duties.
Subordinate Construction Work Supervisors	CR 8.8	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & Safety matters.
Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site and could be: <ul style="list-style-type: none"> <li>• The employer</li> <li>• H&amp;S Representative</li> <li>• Designated person</li> <li>• Member of the H&amp;S Committee</li> </ul>



Risk assessment co-ordinator	CR 9	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-ordinator	CR 10	A competent person to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines, equipment & tackle.
Scaffolding Inspector	SABS 085	A competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding erector	GSR 13D	A competent person to erect scaffolding.
Scaffolding supervisor	SABS 085	A competent person to supervise scaffolding.
Formwork & support work inspector	CR 12	A competent person to inspect formwork & support work.
Excavation Inspector	CR 13	A competent person to inspect excavation work and ensure that approved safe working procedures. Are followed at all times.
Ladder Inspector	GSR 13A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record.
Stacking Supervisor	CR 28	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 21	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electrical installations supervisor	CR 24	A competent person to control all temporary electrical installations.
Fire-fighting equipment inspector	CR 29	A competent person to inspect fire-fighting equipment.

## OTHER REQUIREMENTS

### ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly which ever is sooner.

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> <li>Incidents / accidents and investigations</li> <li>Non conformances by employees &amp; contractors</li> <li>Internal &amp; External H&amp;S audit reports</li> </ul>	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements), updated and signed off.	

General Inspections	Weekly & daily	Report OHS Act compliance: <ul style="list-style-type: none"> <li>• Scaffolding</li> <li>• Excavations</li> <li>• Formwork &amp; support work</li> <li>• Explosive tools</li> </ul>	
General Inspections	Monthly	<ul style="list-style-type: none"> <li>• Fire fighting equipment</li> <li>• Portable electrical equipment</li> <li>• Ladders</li> <li>• Lifting equipment/slides</li> </ul>	
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatories.	

## CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5 (h) of the OHSA 1993 Construction Regulations 2014 (referred to as “the Regulations” hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014

To that effect a person duly authorised by the Tenderer must complete and sign the declaration hereafter in detail.

### Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
  - a) From my own competent resources as detailed in 4(a) hereafter: .....\*Yes/No
  - b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ..... \*Yes/No
  - c) From outside sources by appointment of competent specialist subcontractors as detailed in 3(c) hereafter: ..... \*Yes/No

(\* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in the OHSA 1993 Construction Regulations 2014, as applicable to this contract)

- a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS


(b)Detail of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided? .....

(ii) When will training be undertaken? .....

(iii) List the positions to be filled by persons to be trained or hired: .....

.....

.....

.....

.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company: Name of proposed subcontractors:

.....

.....

.....

5. I hereby undertake, if my tender is accepted, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and safety plan, the employer's safety specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the contractor's personnel, the Employer's personnel, the Engineer, Visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, action, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender

will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: .....

DATE: .....

(Of person authorised to sign on behalf of the Tenderer)

## **EZEMVELO KZN WILDLIFE CONTRACTOR STANDING ORDERS**

The following are the Contractor standing orders for the **all the reserves, parks and resorts within Ezemvelo KZN Wildlife** as they pertain to contractors that work within the borders of the Ezemvelo KZN Wildlife their staff and visitors.

TO: .....

FROM: Project Manager

DATE: .....

Tender / Quotation Number: .....

### **1. FAUNA AND FLORA**

1. 1. All plants and animals inside the park are protected. Anyone found in possession of any plant or animal material, or interferes with any plant or animal, will be charged criminally. Plant or animal material includes bark, leaves, thorns, suckers, seeds and roots of any plant (excluding alien invasive species), as well as meat, feathers, eggs or egg shell, skin, hair, hoof, claw, tooth, bone or horn of any animal. This includes animals such as snakes and chameleons.
1. 2. No contractor staff, sub contractors and their staff, suppliers or visitors may feed any wild animals.
1. 3. Any trap or snare found in the reserve must be left alone and reported to the CM or Field Rangers immediately.
1. 4. Any animal found in a snare is to be left alone and reported to the CM or Field Rangers immediately.
1. 5. No contractor staff, sub contractors and their staff, suppliers or visitors may be in possession of any trap, weapon or snare at any time.
1. 6. No fire wood may be collected from inside the reserve.

### **2. FIRE**

2. 1. No open fires are permitted in the park for any reason and at any time.

### **3. LITTER**

3. 1. No litter is to be left in the reserve; all litter is to be removed by the contractor to the municipal dump in Bergville. This includes cement bags, plastic packets, boxes, building rubble, solid waste and all other rubbish.
3. 2. Contractor staff found littering or ignoring litter whether theirs or not, will be removed from the park with immediate effect.

### **4. LIQUID WASTE AND SEWERAGE**

4. 1. The provision of chemicals toilets is the responsibility of the contractor.
4. 2. No contractor staff, sub contractors and their staff and suppliers will be permitted to use the toilets in the staff quarters or anywhere else within the park.
4. 3. Contractor staff, sub contractors and their staff and suppliers found urinating or defecating anywhere in the park will be removed from the park with immediate effect.
- 4.4. No contractor staff, sub contractors and their staff and suppliers will be permitted to use the showers or baths in the staff quarters or anywhere else within the park.

### **5. TOOLS AND EQUIPMENT**

5. 1. All tools and equipment are the property of the state.
5. 2. No tools and equipment will be leant or borrowed to contractor staff, sub contractors and their staff and suppliers at any time.
5. 3. Contractor staff, sub contractors and their staff and suppliers found near or in the workshop area without permission or a valid reason will be removed from the park and may be charged with trespassing.
5. 4. Your personal items are your responsibility, should any of your personal items be destroyed or damaged due to fire, flood or any other reason, you will not be compensated for the loss of those items by EKZN Wildlife.

### **6. ALCOHOL AND DRUGS**

6. 1. No contractor staff, sub contractors and their staff and suppliers are to be in possession of or under the influence of alcohol or illegal drugs whilst within the park.
6. 2. No contractor staff, sub contractors and their staff and suppliers are to be in possession of illegal drugs on the reserve at any time.
6. 3. Spot checks on contractor staff, sub contractors and their staff and suppliers for alcohol and drugs will be carried out routinely, this will include breathalyzer tests.

### **7. EKZN WILDLIFE STAFF LIVING QUARTERS**

7. 1. The staff living quarters and all residential infra-structure in Midmar Resort are out of bounds to contractor staff, sub contractors and their staff and suppliers.
7. 2. The private properties are out of bounds to contractor staff, sub contractors and their staff and suppliers.
7. 3. Contractor staff, sub contractors and their staff and suppliers found within any of these restricted areas will be removed from the park immediately and may be charged with trespassing.

## **8. RESORTS AND VISITORS**

- 8. 1. No contractor staff, sub contractors and their staff and suppliers or may interfere with tourists or EKZN Wildlife staff at any time.
- 8. 2. No contractor staff, sub contractors and their staff and suppliers or may enter the Resorts or curio shop/tea garden area at any time.

## **9. ENTRY AND EXIT TO/FROM THE PARK**

- 9. 1. The main entrance gate opens at 06h00 every morning and closes at 18h00 every evening.
- 9. 2. All contractor staff, sub contractors and their staff and suppliers that for some reason are on the park outside of these hours will respect these gate times.
- 9. 3. No contractor staff, sub contractors and their staff and suppliers will be allowed to enter or exit the park outside of the official gate times.

## **10. DISHONESTY**

- 10. 1. No contractor staff, sub contractors and their staff and suppliers may give, receive or attempt to give or receive any bribe or induce or attempt to induce any person to perform any corrupt act.
- 10. 2. No contractor staff, sub contractors and their staff and suppliers may deliberately give untrue or misleading information or testimony, whether verbally or in writing.
- 10. 3. No contractor staff, sub contractors and their staff and suppliers or may falsify or change a document with fraudulent intent or attempt to do so.
- 10. 4. No contractor staff, sub contractors and their staff and suppliers may falsify any records or keep inaccurate records.

## **11. AREA OF OPERATION**

- 11. 1. The area of operation for all contractor staff, sub contractors and their staff and suppliers will be the construction site and the entrance and exit road only.
- 11. 2. Any contractor staff, sub contractors and their staff and suppliers found in any other area of the park without authority or a valid reason will be removed from the park immediately and may be charged with trespassing.

## **12. GENERAL**

- 12. 1. Contractor staff, sub contractors and their staff and suppliers found fighting with each other will be removed from station with immediate effect.
- 12. 2. Insubordination to the authority of the conservation manager of any form will not be tolerated.
- 12. 3. Spot checks will be carried out randomly during the day.
- 12. 4. No contractor staff, sub contractors and their staff and suppliers may be in possession of any weapon whilst on station. This includes firearms, knives, knob kierries or spears.
- 12. 5. Movement on the park at night is prohibited. Contractor staff, sub contractors and their staff and suppliers found moving around at night with or without vehicles will be removed from the park immediately and charged with trespassing.
- 12. 6. No contractor staff, sub contractors and their staff and suppliers are permitted to sell any products at any time including alcohol or drugs to any other person on station this includes EKZN Wildlife staff or members of the public.
- 12. 7. No contractor staff is permitted to have visitors while living within the reserve during the course of the project.
- 12. 8. Should the Contractor and contractor staff be found in contravention of any of the above mentioned rules they will no longer be permitted to live on site and will have to be commuted into the reserve every day at the Contractors expense.

## **13. DECLARATION.**

***I the undersigned have read or have been explained the entire document “Ezemvelo KZN Wildlife contractor standing orders” and fully understand the contents of the said document.***

***I fully understand that in signing this standing order I take full responsibility of my staff, suppliers, sub-contractors or any other persons or group associated with my business within the Midmar Resort.***

***I fully understand that if I contravene any provisions of the contractor standing orders, I may be liable to face immediate eviction from the Park and or cancellation of the contract.***

**Contractors name:** .....

**Signature:** .....

**Date:** .....

**Witness: .....**  
**Project Manager**



## RESERVE RULES FOR CONTRACTORS

1. No person may leave or enter the Protected Area after set Gate closing hours without authorisation from the Officer in Charge or responsible Park Manager (OIC) of the Protected Area. The Gate opening and closing times may be seasonal and must be strictly adhered to.
2. No person may enter or exit the Protected Area except through an agreed designated point but, irrespective of whether or not a designated point is used the person will be bound by these Rules.
3. Should the Contractor wish to enter the Protected Area for business purposes after hours, this must be pre-arranged with the OIC of the Protected Area and the necessary authority obtained in advance. There shall be no after-hours access for private purposes.
4. Night driving in the Protected Area is prohibited unless on official business with appropriate prior authority from the OIC of the Protected Area.
5. No vehicle may leave the designated roads without the express permission of the OIC of the Protected Area.
6. Access to the Protected Area and construction sites within the Protected Area shall be by official work vehicles. No children shall be permitted entry to the construction areas.
7. All construction related activities must be conducted in accordance with the Reserve Rules, applicable legislation and the care due to a Protected Area.
8. All Reserve Rules must be adhered to by contractors, subcontractors and staff (this includes behaviour, disturbance and access). The lead contractor will be held responsible for subcontractors and their staff, although this does not prevent legal action being taken directly against the perpetrators.
9. Staff and subcontractors may be refused entrance from the Protected Area should they fail to comply with the EMPr, Reserve Rules or relevant legislation.
10. The principle of Minimum Tools applies within Protected Areas, both during construction work and rehabilitation work. Essentially this requires that the tools used are those that have the least impact on the environment. The contractor must designate a list of materials and tools/equipment/machinery/vehicles to Ezemvelo prior to starting work on site.
11. It must be clearly understood that the National Road Traffic Act applies to the Protected Area roads and will be enforced where necessary, in particular:
  - Non-licensed drivers will not be tolerated.
  - No person shall enter, drive or operate in the Protected Area, a motor vehicle that is not lawfully registered and licensed, in terms of the National Road Traffic Act (NRTA).
12. No person shall enter with or operate any vehicle other than a vehicle that conforms to the dimensions and other requirements prescribed by Ezemvelo. Special permission is required for construction type vehicles and the route to be followed may be specified in order to protect roads or avoid disturbance to visitors or particular species.
13. Drive, park or stop in such a manner that it constitutes a nuisance, disturbance, inconvenience or danger to any other person, causes an obstruction, blocks the pathway of an emergency vehicle or causes damages of any kind including damage to plants.
14. Tourists have right of way and every effort should be made not to inconvenience them by inconsiderate driving or speeding. Tourists reporting such incidents will have their complaints fully investigated and offenders will be held accountable.
15. The maximum speed limit in the Reserve is 40 km/h unless indicated as a slower speed.
16. No-one is permitted to damage or potentially damage any road or property within the Protected Area without prior permission from the OIC of the Protected Area.

17. No one may damage, hurt or endanger any animal, human being, plant or property of Ezemvelo KZN Wildlife. No animal or plant may be disturbed, removed or harmed. No rocks may be defaced. It is forbidden to feed the animals.
18. Any person who causes any damage to any property within the Protected Area or to any animal or plant in the Protected Area shall be liable for the costs or repair or replacement of such property or the costs of treatment of such animal or plant. In addition the offending person may be prosecuted.
19. Littering and pollution is prohibited. No person may discard any article, including cigarette ends, or refuse of whatever nature, except in receptacles and containers provided specifically for this purpose. All other refuse or litter must be kept and removed from the Protected Area.
20. Designated toilets must be provided and only these may be used for ablutions.
21. No one may discard any burning object in any place where it may set fire to any other object or otherwise act in a manner likely to cause a fire other than where the making of a fire is specifically permitted. No open fires are permitted and the use of gas must be by prior arrangement with the OIC of the Protected Area.
22. No firearms will be permitted into the Protected Area. Any person wishing to bring a firearm into the Protected Area or construction site must make prior arrangement with the OIC of the Protected Area.
23. No animals are to be brought to site or into the Protected Area. No pets are permitted.
24. The consumption of alcohol is prohibited in all areas except booked accommodation and the designated, demarcated contractor's accommodation units.
25. Advertising or trading within the Protected Area is not allowed.
26. Any person to whom special permission of any nature whatsoever may be granted to enter into or reside in the Protected Area shall, in addition to the provisions of the Act, the regulations and these rules, observe all instructions which the OIC may deem fit to issue in connection with such permission.
27. Noise levels are to be kept to approved limits. Machinery must use appropriate silencers and must be well maintained to reduce pollution.
28. Night lighting must be appropriate and directed towards the construction works.
29. No person shall stay or overnight in any part of the Protected Area at any place other than a resort or any other place designated by the Authority for such stay.
30. Overnight security must be with the prior arrangement with the OIC of the Protected Area.
31. Contractors and their staff and sub-contractors must remain within the designated construction sites and access routes at all times.
32. No person shall fail to comply with a lawful instruction issued by the Authority or an officer while inside the Protected Area.
33. Any person who persists in causing a nuisance to any other user of the Protected Area or who persists in disregarding the applicable regulations, rules, notices or lawful instructions of an officer may be required to leave the Protected Area and may be prohibited from re-entering the Protected Area.

**GENERIC  
CONSTRUCTION PHASE  
ENVIRONMENTAL MANAGEMENT PLAN (EMP)**

## **1. PRINCIPLES**

This development is taking place within a proclaimed protected area, which is considered to be a sensitive site in terms of the National Environmental Management Act and is subject to stringent protective controls. While construction activities can be disruptive and / or destructive by nature, it is essential that the impact of these activities in all protected areas is kept to a minimum. This means that environmental and cultural heritage protection and rehabilitation measures must become priority components of all development projects within protected areas, and conflicts or decisions must be resolved in their favour.

Therefore there are several general principles that form the basis of the EMP document for this proposed development and guide decisions. These are as follows:-

- To minimise and avoid damage to natural habitats, fauna and flora within the development area.
- To take active measures to minimise soil loss due to both wind and water action from the development area.
- To take active measures to manage potentially polluting activities and to prevent pollution of any sort both on the site and into the surrounding areas.
- To minimise and avoid damage to identified cultural heritage features within the development area.
- To minimise any disruptive impact that the development may have on visitors and on the sense of place of the protected area.

## **2. SITE PROTECTION MEASURES**

In order to comply with the above principles, the following broad guidelines are applicable:

### **2.1 General**

- a. All Reserve Rules must be adhered to by contractors, subcontractors and staff (this includes behaviour, disturbance and access. The lead contractor will be held responsible for subcontractors and their staff. Staff and subcontractors may be refused entrance from the protected area should they fail to comply with the EMP, Reserve Rules or relevant legislation.
- b. Open fires for heating and cooking shall only be permitted by agreement with Reserve and Camp Management, and only in designated areas at the staff accommodation. Fires are not permitted on the site.
- c. Areas disturbed by construction activities must be minimised. This will in turn reduce many of the construction related environmental impacts of the project and will also reduce rehabilitation requirements and costs.

- d. Contractors and construction staff may in no way interfere with visitors to the protected area. All interactions with visitors should be through the reserve management staff. Visitors shall likewise not be permitted to enter the construction site without permission and suitable signage must be in place.
- e. All relevant safety precautions must be taken and emergency plans put in place to prevent damage or injury to humans and animals due to construction or related activities or structures.
- f. Construction programming and methods should be designed to minimise construction impacts on the surrounding environment.

## 2.2 Site Establishment

- a. Areas for construction and related activities must be agreed upon by the relevant technical and ecological staff and roped off from the surrounding, undisturbed environments. Access routes and storage areas must be similarly demarcated and adhered to. No movement or storage of materials, machinery or personnel shall be permitted in the surrounding natural areas.
- b. Routes for construction access and haul roads shall be existing paths and routes. All contractors and construction staff, vehicles and materials movement shall be confined to these paths and roads.
- c. Site layout (including the contractors camp) must be designed to minimise impacts and risks to visitors to the protected area (such as visual or noise disturbance) and services (such as sanitation, waste and cooking facilities).
- d. All materials and machinery for construction or related activities are to be handled, stored, transported and maintained in accordance with the relevant regulations. No machinery is to be serviced on site.
- e. The Contractors and construction staff shall ensure that dust generation by construction and related activities, is kept to a minimum. Roads and working surfaces should be maintained regularly and this may include spraying with water to damp down excess dust. Water used for this purpose should not be in quantities great enough to generate run-off or cause erosion, nor contain pollutants.
- f. Contractors and construction staff shall ensure that the site is kept clean and tidy at all times. All designated working areas shall be cleared of all waste materials, be they rubble, building scraps, domestic or industrial wastes.

## 2.3 Vegetation and Animals

- a. Contractors and construction staff may in no way interfere with the natural vegetation, animals or surroundings. Any components of the natural environment that may be disturbed for construction related purposes must be specified and agreed to by reserve management or the regional ecologist.
- b. Burning of vegetation including tree trunks and stumps cut during site clearing and establishment shall not be

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permitted unless specifically authorised by the Reserve Management and Regional Ecologist. All cut vegetation shall be removed to the local landfill sites designated by the Regional Ecologist and Reserve Management. Smaller, thorny material may be kept and used for brush packing and rehabilitation if appropriate.

- c. Plants within the designated development area shall only be moved or removed as authorised by the Regional Ecologist and these should be set out in a schedule for reference. Any shrubs or trees of significant size shall be protected and permission obtained to cut or remove these as above. Ideally these should also be marked with danger-tape.
- d. Removal, damage or disturbance of any plant outside the designated area is not permitted. Gathering of firewood shall not be permitted.
- e. An alien plant control programme shall be put in place from the start of construction and all alien plants removed immediately. This must be a regular and managed programme until such time as natural vegetation has reclaimed previously disturbed areas. Alien plants should not be allowed to become established and build up a seed-bank in the soil, which will lead to more costly and longer term alien plant control programmes being required for the development.
- f. Animals resident within or moving through the designated area shall not be killed nor unnecessarily disturbed. Should contractors or construction staff notice any sensitive species on site, Reserve Management or the Regional Ecologist should be alerted and the appropriate action as advised by these specialists, taken.

## **2.4 Soils**

- a. Topsoil must be conserved from all disturbed sites for use in rehabilitation.
- b. Topsoil stockpiles must not be compacted or allowed to exceed 1.5m in height.
- c. At all stages of the contract, erosion of bare soil, excavation surfaces and erosion of stockpiles shall be prevented by the application of appropriate erosion control measures (such a biddum cloth or berms).
- d. Stormwater drainage measures shall be constructed on access routes within the site. Access routes must not result in or contribute to erosion.

## **2.5 Wastes, Pollution and Nuisance**

- a. All wastes (including pollutants, spills and spoil) arising from construction or related activities are to be handled, stored, transported and disposed of in accordance with the relevant regulations. All efforts should be made to minimise, reclaim or recycle waste materials and no construction wastes may remain on site at the end of the contract period.
- b. Only a single day's fuel requirements may be stored on the site at any time, with appropriate safety precautions. These shall be stored in a designated area with adequate pollution prevention and control measures (hardened surface area and bunding). Exceptions must be with the Reserve Manager's permission.
- c. No waste of a solid, liquid or gaseous nature shall be allowed to pollute the site or the surrounding environment.

- d. All waste emissions (hazardous, airborne, liquid and solid) from the construction site and related activities shall be kept within the limits of standards set in terms of the relevant national and local pollution legislation and regulations.
- e. Accidental pollution or spillage incidents shall be reported to the Regional Ecologist and Reserve Management immediately they occur and shall be cleaned up (to the satisfaction of the Regional Ecologist) by Technical Services staff. Expert help or advice may be requested from Reserve Management or the Regional Ecologist. Spills of over 200 litres shall be reported to the environmental authorities.
- f. Machinery shall be maintained so that excessive oil and fuel smoke is avoided. This is in the interests of the long term care of such machinery as well. Any item of machinery that breaks down must be removed to a suitable workshop for repairs and no drainage of lubricants or fuels shall be allowed on the construction site.
- g. Vehicle and plant maintenance shall only take place off-site and in areas demarcated for that purpose. Should any fuel, oil, transmission or hydraulic fluid be spilled onto the soils on the construction site, this soil should be scraped up and placed in a suitable, non-permeable waste disposal container, provided for that purpose. The Regional Ecologist must be informed immediately and any additional steps to limit the impacts of the spill and protect the natural environment that are advised by him/her must be followed.
- h. All reasonable measures shall be taken to reduce air emissions in the form of dust, smoke and noxious gases. These measures may include the dampening of road surfaces to reduce vehicular dust.
- i. Contractors and construction staff shall not be permitted to use any stream, river, wetland or other naturally occurring water body or source adjacent to or within the designated area for the purposes of bathing, washing of clothes, vehicles, the disposal of any type of waste, nor any construction related activities.
- j. All truck washing and washing of cement mixing and transporting vehicles and other equipment shall take place away from the site and watercourses. This polluted water must be collected and directed through oil traps to settlement ponds. Wastewater on the construction site may not be disposed of directly into drainage lines, streams, rivers, or onto the soils and no polluted water shall be allowed to enter the natural environment without adequate treatment to purify it to an acceptable standard as directed by the Department of Water Affairs. Any polluted water or cement sediments shall be collected and disposed of as instructed by the Regional Ecologist and Reserve Management.
- k. Refuse shall be collected and stored in demarcated areas, skips or suitable bins. Waste disposal containers shall be placed at convenient locations throughout the site. The containers must be designed to prevent refuse being blown out by the wind and must be scavenger-proof. All food wastes should be removed from the site on a daily basis.
- l. All potentially hazardous waste generated at the site shall be removed and disposed of by qualified Technical staff, in a manner approved by the Regional Ecologist and Reserve Management.
- m. Appropriate directional and intensity settings aimed at minimising noise emitted from the construction site should be maintained on hooters and sirens, while adhering to safety standards. Silencer units on plant and vehicles shall be maintained in good working order.
- n. Contractors and construction staff shall not unnecessarily make other noise (such as radios).

## 2.6 Reinstatement and Rehabilitation

- a. All areas disturbed by construction and related activities must be fully rehabilitated before the development is considered complete. This would include alien plant control measures being applied and monitored.

## **2.7 Monitoring and Auditing**

- a. Monitoring should be conducted at regular intervals in the development project life-cycle. Suitable staff (such as the Regional Ecologist together with the Reserve Manager) should conduct the monitoring and concerns and recommendations communicated to the project manager. Significant concerns that fail to be addressed should be reported to Reserve Management and the Planning Division.
- b. A final construction audit should be conducted immediately before site handover. Particular emphasis should be placed on the status of the site rehabilitation. A copy of this audit to be forwarded to the Planning Division.

## **PART C1: AGREEMENT AND CONTRACT DATA**



## **C1.1 FORM OF OFFER**

## Form of Offer and Acceptance

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

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

### Offer

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

Procurement

of:

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

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

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

.....

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

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

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

Signature(s)			
Name(s)			
Capacity			

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

### Acceptance

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

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement) Part C2 Pricing data

Part C3 Scope of work

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

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

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

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

Signature(s)			
Name(s)			

Capacity			
for the Employer			
	(Name and address of employer)		
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.

## **C1.2 CONTRACT DATA**

**General Conditions of Contract for Construction Works, Third Edition (2015)**

**PRO FORMA  
CONTRACT DATA**

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<b>1.</b>	<b>GENERAL</b>
Clause 1.1.1.13:	The Defects Liability Period is 12 months for the whole of the works.
Clause 1.1.1.14:	The time for achieving Practical Completion is <b>6 months</b> from the CommencementDate, including non-working days and special non-working days.
Clause 1.1.1.26:	Pricing Strategy: The Contract is to be a Re-measurement Contract.
Clause 1.1.1.15:	<b>Name of Employer:</b> Ezemvelo KZN Wildlife
Clause 1.2.1.2:	<b>Address of Employer:</b>  <div> <u>Physical:</u>  Ezemvelo KZN Wildlife  Queen Elizabeth Park  No. 1 Peter Brown Drive  Montrose, Pietermaritzburg  3201  E-Mail: <a href="mailto:Sihle.Ximba@kznwildlife.com">Sihle.Ximba@kznwildlife.com</a>  Telephone No: (033) 330 5179 </div> <div> <u>Postal:</u>  Ezemvelo KZN Wildlife  P O Box 13053  Cascades  3202 </div>
Clause 1.1.1.16:	<b>Name of Employer's Agent:</b> Ezemvelo KZN Wildlife
Clause 1.2.1.2:	<b>Address of Employer's Agent:</b>  <div> <u>Physical:</u>  Ezemvelo KZN Wildlife  Queen Elizabeth Park  No. 1 Peter Brown Drive  Montrose, Pietermaritzburg  3201  E-mail: <a href="mailto:Sihle.Ximba@kznwildlife.com">Sihle.Ximba@kznwildlife.com</a>  Telephone No: 033 330 5179 </div> <div> <u>Postal:</u>  Ezemvelo KZN Wildlife  P O Box 13053  Cascades  3202 </div>

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
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5.	<b>TIME AND RELATED MATTERS</b>
<p>Clauses 5.3.1 and 5.3.2:</p>	<p>Where the Employer <b><u>is not required</u></b> to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within <u>14 days</u> from the Commencement Date:</p> <p>The documents required before commencing to carry out the Works:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (refer to Clause 4.3)</li> <li>• Initial Programme (refer to Clause 5.6)</li> <li>• Security (refer to Clause 6.2)</li> <li>• Insurance (refer to Clause 8.6)</li> </ul>
<p>Clauses GCC 5.3.1 and GCC 5.3.2:</p>	<p>Where the Employer <b><u>is required</u></b> to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within <u>14 days</u> from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect:</p> <p>The documents required before commencing to carry out the Works:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (refer to Clause 4.3)</li> <li>• Initial Programme (refer to Clause 5.6)</li> <li>• Security (refer to Clause 6.2)</li> <li>• Insurance (refer to Clause 8.6)</li> </ul>



REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 5.8.1:	<p>The non-working days are Sundays.</p> <p>The special non-working days are the construction industry year end break, and all Nationally Recognized Public Holidays.</p> <p>First Year end break - commences <b>12-Dec-25</b> ends on <b>09-Jan-26</b>  Second Year end break - commences <b>11-Dec-26</b> ends on <b>08-Jan-27</b>  Third Year end break - commences <b>17-Dec-27</b> ends on <b>14-Jan-28</b></p>
Clause 5.13.1:	The penalty for failing to complete the Works is <b>0,04%</b> of the Contract Sum per day, capped at 15% of the Contract Sum.
Clause 5.16.3:	The latent defects period is 5 years.
Clause 6.2.2:	Replace the following "...it shall be deemed that the Contractor has selected a security of ten percent retention of the value of the Works." with "...it shall be deemed that the Contractor has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax."

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<p><b>6.</b></p> <p>Clause 6.8.1 Clauses 6.8.2</p> <p>GCC 6.8.2 and 6.8.3:</p> <p>Clause 6.10.1.5:</p> <p>Clause 6.10.3:</p>	<p><b>PAYMENT AND RELATED MATTERS</b></p> <p>Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 6 months and the contract exceeds R1,000,000.00, be subject to a Contract Price Adjustment Factor.</p> <p>Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule." must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2018)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa. Bidders are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Bidders of lists of additional items."</p> <p>The percentage advance on materials not yet built into the Permanent Works is 80%.</p> <p>The percentage retention on the amounts due to the Contractor is 10%.</p> <p>The limit of retention money is 5% of the first One Million Rand plus 1.6% of the remaining amount of the tender offer excluding Contract Price Adjustment, contingencies and VAT.</p> <p>A retention guarantees in lieu of a cash retention is permitted.</p>
<p><b>8.</b></p> <p>Clause 8.6.1.1.2:</p> <p>Clause 8.6.1.1.3:</p> <p>Clause 8.6.1.2:</p> <p>Clause 8.6.1.3:</p>	<p><b>RISKS AND RELATED MATTERS</b></p> <p>The value of Plant and materials supplied by the Employer to be included in the insurance sum is <u>NIL</u>.</p> <p>The amount to cover professional fees for repairing or reinstatement of damage to the Works to be included in the insurance sum is <u>NIL</u>.</p> <p>Special Risks Insurance issued by SASRIA is required.</p> <p>The limit of indemnity for liability insurance is <u>R5 000 000.00 (five million Rand only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.</p>
<p><b>10.</b></p> <p>Clause 10.5.3:</p> <p>Clause 10.7.1:</p>	<p><b>CLAIMS AND DISPUTES</b></p> <p>The number of Adjudication Board Members to be appointed is one. Unresolved disputes shall be referred to arbitration only.</p>

## C1.2.2: CONTRACT DATA

### (i) **PART B: DATA PROVIDED BY THE CONTRACTOR**

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR
<b>1.</b>	<b>GENERAL</b>
Clause 1.1.1.9:	<b>Name of the Contractor:</b> ..... .....
Clause 1.2.1.2:	..... <b>Address of the Contractor:</b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <b><u>Physical:</u></b>  .....  .....  .....  ..... </div> <div style="width: 48%;"> <b><u>Postal:</u></b>  .....  .....  .....  ..... </div> </div>
<b>6.</b>	<b>PAYMENT AND RELATED MATTERS</b>
Alternative A:	<p>Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)</p> <p>For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment Provisions:</p> <p>-</p> <p>- An amount which shall not be varied.</p> <p>- An amount varied in proportion to the contract value as compared to the Contract Sum.</p> <p>- An amount varied in proportion to the Construction Period as compared to the initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement.</p> <p>The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section</p> <p>If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated</p>



	<p>in terms of the Banks Act No 94 of 1990, on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p> <p>"the Bidder accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value will be applicable and will be reduced by the Employer in terms of the applicable conditions of contract.</p> <p>"</p>											
	<table border="1"> <tr> <th>Type of security</th> <th>Contractor's choice (Indicate "Yes" or "No")</th> </tr> <tr> <td>Cash deposit of 10% of the Contract Sum.</td> <td></td> </tr> <tr> <td>Fixed Performance Guarantee of 10% of the Contract Sum.</td> <td></td> </tr> <tr> <td>Cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT).</td> <td></td> </tr> <tr> <td>Bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT).</td> <td></td> </tr> </table>	Type of security	Contractor's choice (Indicate "Yes" or "No")	Cash deposit of 10% of the Contract Sum.		Fixed Performance Guarantee of 10% of the Contract Sum.		Cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT).		Bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT).		
	Type of security	Contractor's choice (Indicate "Yes" or "No")										
	Cash deposit of 10% of the Contract Sum.											
	Fixed Performance Guarantee of 10% of the Contract Sum.											
	Cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT).											
	Bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT).											
<p>NOTE: Where the Bidder has not selected one of the guarantee options above, the default option will be as if the Bidder has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax. - See GCC 2015 clause 6.2.2 as amended in Contract Data.</p>												

### **C1.3 FORM OF GUARANTEE**

## General Conditions of Contract for Construction Works, Third Edition (2015)

### PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Employer's Agent" means: .....

"Works" means: .....

"Site" means: .....

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R .....

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R .....

Amount in words: .....

Type of Performance Guarantee: .....(*Insert Variable or Fixed*)

"Expiry Date" means: Practical Completion date or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

#### CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

#### 1. FIXED PERFORMANCE GUARANTEE

- 1.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 1.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 1.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

#### 2. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 2.1 The Guarantor hereby acknowledges that:
  - 2.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

- 2.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 2.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 2.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2.
- 2.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 2.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 2.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 2.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 2.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 2.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 2.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 2.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 2.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 2.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 2.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 2.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 2.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.



**Signed at** .....

**Date** .....

**Guarantor's signatory (1)** .....

**Capacity** .....

**Guarantor's signatory (2)** .....

**Capacity** .....

**Witness signatory (1)** .....

**Witness signatory (2)** .....

## **PART C2: PRICING DATA**

## **D2.1 PRICING INSTRUCTIONS**

## Pricing Instructions

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seventh Edition (Revised)), 2015. Where applicable the:
  - a. Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SANS 1200 Standardized Specifications for Civil Engineering Works.
  - b. Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Mechanical Work, published by the South African Association of Quantity Surveyors, July 2005).
  - c. Electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities or Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The agreement is based on the SAICE GCC 2015 3<sup>rd</sup> Edition
3. Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
5. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
6. 3 sets of drawings and 1 copy of the Bills of Quantities will be provided to the contractor during the site handover meeting.
7. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

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

8. The rates contained in the Bill of Quantities will apply irrespective of the final quantities of the different classes  
  
and kinds of work actually executed.
9. Rates for work of similar description occurring in different sections of the Bill of Quantity shall be identical.

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

## **D2.2 BILLS OF QUANTITIES - PRELIMINARIES**

REFURBISHMENT OF THE WASTEWATER AND WATER TREATMENT PLANTS AT THE MIDMAR RESERVE					
BILL NO. 1					
D2 .2 PRELIMINARY AND GENERAL					
	NOTES	UNIT	QUANTITY	RATE	AMOUNT
i)	The agreement is to be the General Conditions of Contract for Works of Civil Engineering Construction (2015) (Third Edition), published by the S.A Institution Of Civil Engineering				
ii)	The Preliminaries are to be the Construction and management requirements for works contracts - Part 1: General engineering and construction works (SANS 1921-1: 2004 Edition 1) prepared by Standards South Africa and shall be deemed to be incorporated herein.				
iii)	Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.				
iv)	Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading.				
v)	Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable").				
vi)	Adjustment of the preliminaries: each item priced, is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time.				
vii)	Time (T) related Preliminaries will only be adjusted for omissions or additions, issued by the Employer, or delays caused by the Employer, for which variation and extension of time has been granted.				
<b>SECTION A: GENERAL CONDITIONS OF CONTRACT</b>					
A1	General (clause 1) F:..... V:..... T:.....	Item			
A2	Basis of Contract (clause 2) F:..... V:..... T:.....	Item			
A3	Employer's Agent (clause 3) F:..... V:..... T:.....	Item			
A4	Contractor's General Obligation (clause 4) F:..... V:..... T:.....	Item			

A5	Time and Related Matters (clause 5) - As referred to in the Contract Data under Special Condition of Contract. <b>The Contract Period shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods.</b>  F:..... V:..... T:.....	Item			
	Carried forward to collection			R	
		UNIT	QUANTITY	RATE	AMOUNT
A6	Payment and Related Matters (clause 6) F:..... V:..... T:.....	Item			
A7	Quality and Related Matters (clause 7) F:..... V:..... T:.....	Item			
A8	Risks and Related Matters (clause 8) F:..... V:..... T:.....	Item			
A9	Termination of Contract (clause 9) F:..... V:..... T:.....	Item			
A10	Claims and Disputes (clause 10) F:..... V:..... T:.....	Item			
	<b>SECTION B: SANS 1921-1:2004 (Edition 1): CONSTRUCTION AND MANAGEMENT REQUIREMENTS FOR WORKS CONTRACTS: PART 1</b> <b>Refer to the SCOPE OF WORK for detail requirements:</b>				
B1	Scope F:..... V:..... T:.....	Item			
B2	Normative references F:..... V:..... T:.....	Item			
B3	Definitions F:..... V:..... T:.....	Item			
B4	<b>Requirements for construction and management</b> F:..... V:..... T:.....	Item			
B4.1	General F:..... V:..... T:.....	Item			
B4.2	Responsibilities for design and construction F:..... V:..... T:.....	Item			
B4.3	Planning, programme and method statements				



	F:..... V:..... T:.....	Item			
	Carried forward to collection			R	
		UNIT	QUANTITY	RATE	AMOUNT
B4.4	Quality assurance F:..... V:..... T:.....	Item			
B4.5	Setting out F:..... V:..... T:.....	Item			
B4.6	Management and disposal of water F:..... V:..... T:.....	Item			
B4.7	Blasting F:..... V:..... T:.....	Item			
B4.8	Works adjacent to services and structures F:..... V:..... T:.....	Item			
B4.9	Management of the Works and site F:..... V:..... T:.....	Item			
B4.10	Earthworks F:..... V:..... T:.....	Item			
B4.11	Testing F:..... V:..... T:.....	Item			
B4.12	Materials, samples and fabrication drawings F:..... V:..... T:.....	Item			
B4.13	Equipment F:..... V:..... T:.....	Item			
B4.14	Site establishment F:..... V:..... T:.....	Item			
B4.15	Survey control F:..... V:..... T:.....	Item			
B4.16	Temporary works F:..... V:..... T:.....	Item			
	Carried forward to collection			R	
		UNIT	QUANTITY	RATE	AMOUNT
B4.17	Existing services				

	F:..... V:..... T:.....	Item			
B4.18	Health and safety F:..... V:..... T:.....	Item			
B4.19	Environmental requirements F:..... V:..... T:.....	Item			
B4.20	Alterations, additions, extensions and modifications to existing works F:..... V:..... T:.....	Item			
B4.21	Inspection of adjoining structures, services, buildings and property F:..... V:..... T:.....	Item			
B4.22	Attendance on nominated and selected subcontractors F:..... V:..... T:.....	Item			
	<b>SECTION C: SCOPE OF WORK in accordance with SANS 10403</b> <i>(The reference to Clauses refer to Table B.1 of SANS 1921-1:2004)</i>				
C1	Certification by recognised bodies - CLAUSE 4.4 F:..... V:..... T:.....	Item			
C2	Agrément certificates - CLAUSE 4.5 F:..... V:..... T:.....	Item			
C3	Other services and facilities - CLAUSE 4.8 F:..... V:..... T:.....	Item			
C4	Recording of weather - CLAUSE 5.2 F:..... V:..... T:.....	Item			
C5	Management meetings - CLAUSE 5.3 F:..... V:..... T:.....	Item			
C6	Daily records CLAUSE 5.6 F:..... V:..... T:.....	Item			
C7	Bond and guarantees - CLAUSE 5.7 F:..... V:..... T:.....	Item			
	Carried forward to collection			R	
		UNIT	QUANTITY	RATE	AMOUNT
C8	Permits - CLAUSE 5.9 F:..... V:..... T:.....	Item			
C9	Proof of compliance with the law - CLAUSE 5.10 F:..... V:..... T:.....	Item			

SECTION D: SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 (Table A.1)					
D1	Requirements for drawings, information and calculations for which the contractor is responsible CLAUSE 4.1.7 F:..... V:..... T:.....	Item			
D2	The responsibility strategy assigned to the contractor for the works CLAUSE 4.2.1 F:..... V:..... T:.....	Item			
D3	The planning, programme and method statements - CLAUSE 4.3 F:..... V:..... T:.....	Item			
D4	Samples of materials, workmanship and finishes - CLAUSE 4.12.1 F:..... V:..... T:.....	Item			
D5	Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2 F:..... V:..... T:.....	Item			
D6	Office for the foreman CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D7	Telephone - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D8	Office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D9	Telephone in office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D10	Sheds - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
Carried forward to collection		R			
		UNIT	QUANTITY	RATE	AMOUNT
D11	Provision and erection of signboards - CLAUSE 4.14.6 F:..... V:..... T:.....	Item			
D12	Termination, diversion or maintenance of existing services - CLAUSE 4.17.1 F:..... V:..... T:.....	Item			
D13	Services which are known to exist - CLAUSE 4.17.3 F:..... V:..... T:.....	Item			
D14	Detection apparatus - CLAUSE 4.17.4 F:..... V:..... T:.....	Item			

D15	Additional health and safety requirements - CLAUSE 4.18  F:..... V:..... T:.....	Item			
E1	<b>SECTION E: SPECIFIC PRELIMINARIES</b> Section E contains Specific Preliminary items which apply to this contract except where "N/A" (Not Applicable) appears against the item. <b>PROPRIETARY BRANDED PRODUCTS</b>  The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative.  F:..... V:..... T:.....	Item			
E2	<b>OVERTIME</b>  Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Engineer/Principal Agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer.  F:..... V:..... T:.....	Item			
E3	<b>AS BUILT DRAWINGS</b>  The position of construction breaks and the extent of individual concrete pours are to be recorded by the Contractor on the Structural Engineer's drawings and are to be submitted to the Engineer/Principal Agent and the Structural Engineer for their records.  F:..... V:..... T:.....	Item			
	Carried forward to collection			R	
	<b>SECTION E: SPECIFIC PRELIMINARIES</b>	UNIT	QUANTITY	RATE	AMOUNT
E4	<b>SITE INSTRUCTIONS</b>  Site Instructions issued on site are to be recorded in triplicate in a Site Instruction book which is to be maintained on site by the Contractor.  F:..... V:..... T:.....	Item			
E5	<b>LABOUR RECORD</b>  At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day.  F:..... V:..... T:.....	Item			

E6	<p><i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Ezemvelo KZN Wildlife) may apply any of the sanctions provided in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required report has not been submitted.</i></p> <p><b>PLANT RECORD</b></p> <p>At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.</p> <p>F:..... V:..... T:.....</p>	Item			
E7	<p><b>NON CESSION OF MONIES</b></p> <p>The Contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract.</p> <p>F:..... V:..... T:.....</p>	Item			
E8	<p><b>SECTIONAL COMPLETION</b></p> <p>When it is required that the contract be executed in sections or portions, the tenderer shall allow for all costs in this regard as no claim for additional costs will be entertained.</p> <p>F:..... V:..... T:.....</p>	Item			
E9	<p><b>LOCAL LABOUR</b></p> <p>It is a general requirement of this contract that persons normally resident in the locality of the works (Local Labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate Labour not be available within the locality, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ Local Labour. The Contractor shall identify the local community leaders with the purpose of negotiating with them regarding the utilization of Local Labour in the construction process. In this regard, the Contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The Contractor shall, in general, maximize the involvement of the local community.</p> <p>F:..... V:..... T:.....</p>	Item			
	Carried forward to collection			R	
		UNIT	QUANTITY	RATE	AMOUNT
E10	<p><b>IMPORT PERMITS AND DUTIES</b></p> <p>The responsibility for obtaining the necessary import permits shall rest with the successful Tenderer. No foreign exchange will be arranged or provided by the Administration.</p> <p>Tenderers are to allow in their tenders and pay the ordinary levy imposed on imported items in terms of item 196.10 of Part 8 of Schedule No. 1 of the Customs and Excise Act, 1964 with effect from 1 October 1989.</p> <p>F:..... V:..... T:.....</p>	Item			

E11	<p><b>CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP)</b></p> <p>Notwithstanding anything to the contrary contained in the GCC for Construction Works 2015 3rd Edition, this Contract shall only when the Construction Period exceeds 6 months and the Contract sum exceeds R1,000,000,00 be subject to the Contract Price Adjustment Provisions Indices Application Manual for use with P0151 indices (CPAP) (Revised 1 January 2018) as published by Statistics South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Employer <b><u>will not accept the submission by Tenderers of lists of additional items.</u></b></p> <p>Where this contract is a Lump Sum contract, the contract will be subject to Contract Price Adjustment Provisions (CPAP) only where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings.</p> <p>F:..... V:..... T:.....</p> <p><u>Payment for the labour-intensive component of the works</u></p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p><u>Linkage of payment for labour-intensive component of works to submission of project data</u></p> <p>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p> <p><u>Applicable labour laws</u></p> <p>The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a>) Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice , shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p>F:..... V:..... T:.....</p>	Item			
	Carried forward to collection			R	
		UNIT	QUANTITY	RATE	AMOUNT
E13	<b>HIV/AIDS AWARENESS</b>				

	<p>Tenderers are to price against the following items for compliance with the SPECIFICATION FOR HIV/AIDS AWARENESS bound into this document (The clauses referred to are those of the Specification for HIV/AIDS)</p>				
E13.1	<p>Provide and maintain a condom dispenser in terms of Clause 5.1a)</p> <p>F:..... V:..... T:.....</p>	Item			
E13.2	<p>Provide and maintain HIV/AIDS awareness posters terms of Clause 5.1b)</p> <p>F:..... V:..... T:.....</p>	Item			
E13.3	<p>HIV /Aids Awareness Programme on Site for not less than 90% of workers inclusive of all direct and indirect costs;</p> <p>Engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme in terms of Clause 5.2.1a)</p> <p>F:..... V:..... T:.....</p>	Item			
E13.4	<p>Arrange for workers to attend the HIV Awareness Programme in terms of Clause 5.2.1b)</p> <p>F:..... V:..... T:.....</p>	Item			
E13.5	<p><b>Reporting</b></p> <p>Prepare and attach to claims for payment a brief report in terms of Clause 5.3 (see also HIV/STI Compliance Report included with this document).</p> <p>F:..... V:..... T:.....</p> <p><b><i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Ezemvelo KZN Wildlife) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required reports has not been submitted.</i></b></p>	Item			
E14	<p><b>OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993</b></p> <p>Tenderers are to allow for costs in providing a project specific ' Construction Phase Safety, Health and Environmental Plan' in accordance with "Section 2 - Specification Data associated with SANS 1921-1:2004" clause C4.18 in "Part C3 - Scope of Work"</p> <p>F:..... V:..... T:.....</p>	Item			
E15	<p><b>NOTICE BOARD, SITE OFFICE, ETC.</b></p> <p>Bidders are to allow for the provision and removal of a project notice board and a site office in accordance with the Principal Agent's requirements.</p> <p>F:..... V:..... T:.....</p>	Item			
E16	<p><b>IMPORTED MATERIALS AND EQUIPMENT</b></p> <p>Where imported items are listed in the tender documents, the tenderer shall provide all information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. (<b><i>Refer to T2.14 - Schedule of Imported Materials and Equipment.</i></b>)</p> <p>F:..... V:..... T:.....</p>	Item			
E17	<p><b>CONTRACT DOCUMENTS</b></p>				

	<p>The drawings issues with these Bid documents do not comprise the complete set but serves as a guide only for Bidding purposes and for indicating the scope of works to enable the Bidder to acquaint him with the nature and extent of the works and the manner in which they are to be executed.</p> <p>Should any part of the drawings not be clearly legible to the Bidder he shall, before submitting his Bid, obtain clarification in writing from the principal agent.</p> <p>F:..... V:..... T:.....</p>	Item			
	Carried forward to collection			R	
		UNIT	QUANTITY	RATE	AMOUNT
E18	<p><b>GENERAL PREAMBLES</b></p> <p>The Document Preambles will be the “ASAQS Model Preambles for Trades – 2008” and is obtainable from the various Regional Office’s of the Department of Public Works and shall be read in conjunction with the Bills of Quantities and be referred to for the full descriptions of work to be done and materials to be used.</p> <p>F:..... V:..... T:.....</p>	Item			
E19	<p><b>TRADE NAMES</b></p> <p>Wherever a Trade Name for any product has been described in the Bills of Quantities the Bidder's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the Principal Agent being obtained prior to the closing date for submission of Bids.</p> <p>F:..... V:..... T:.....</p>	Item			
E20	<p><b>EXISTING PREMISES OCCUPIED</b></p> <p>Refer to Scope of Works Part C3 of this Bid Document for information on the occupation of existing buildings.</p> <p>F:..... V:..... T:.....</p>	Item			
E21	<p><b>INACCURATE AND DEFECTIVE WORK EXECUTED UNDER PREVIOUS CONTRACT</b></p> <p>The contractor shall, after taking possession of the site and before commencing the work, check all levels, liners, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work.</p> <p>Should any inaccurate or defective work be found, the contractor shall immediately notify the principal agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work.</p> <p>F:..... V:..... T:.....</p>	Item			
E22	<p><b>VIEWING THE SITE IN SECURITY AREAS</b></p> <p>If the site is situated in a security area and the Bidder must arrange with the Authorities to obtain permission to enter the site for Bidding purposes.</p> <p>F:..... V:..... T:.....</p>	Item			



E23	<b>COMMENCEMENT OF WORKS IN SECURITY AREAS</b> <p>If the works falls within a security area, the contractor must arrange with the Authorities and give the necessary notices before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account.</p> <p>F:..... V:..... T:.....</p>	Item			
E24	<b>ENTRANCE PERMITS TO SECURITY AREAS</b> <p>If the works fall within a security area, the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under control of the Authority.</p> <p>F:..... V:..... T:.....</p>	Item			
	Carried forward to collection			R	
		UNIT	QUANTITY	RATE	AMOUNT
E25	<b>SECURITY CHECK OF PERSONNEL</b> <p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified.</p> <p>In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works.</p> <p>F:..... V:..... T:.....</p>	Item			
E26	<b>PROHIBITION ON TAKING PHOTOGRAPHS</b> <p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs, except when authorised thereto by or on behalf of the Minister.</p> <p>The same prohibition is also applicable to all Correctional Institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959.</p> <p>F:..... V:..... T:.....</p>	Item			
E27	<b>Management of Water</b> <p>Water for Construction purposes must be obtained from alternative water sources (i.e. supply other than water that is produced and distributed by a regulated water service authority from a licenced water treatment works for human consumption), eg dams, rivers, boreholes, springs, rainwater harvesting, recycled sewerage water, etc. The alternative water source shall not be of an inferior quality / standard than that required for construction purposes. The client reserves the right through his agents to test such supplies or request certificates confirming the grade and nature of the water supply. Relevant knowledge of the respective area will be an advantage.</p>				
	Carried forward to collection			R	

**SECTION 1****SUMMARY – PRELIMINARY & GENERAL**

Collection	-	Page No.	Amount	
		1	R	
		2	R	
		3	R	
		4	R	
		5	R	
		6	R	
		7	R	
		8	R	
		9	R	
		10	R	
		11	R	
		12	R	
		13	R	
		14	R	
		15	R	
		16	R	
		17	R	
Carried forward to Final Summary			R	
Section No. 1 Preliminary & General Summary				

**D2.3 BILLS OF QUANTITIES  
(WASTEWATER TREATMENT PLANT)**

Item	Description	Unit	Qty	Rate	Amount
	<p><b><u>BILL No. 1:</u></b></p> <p><b><u>ALTERATIONS</u></b></p> <p>The Tenderer is referred to the relevant Clauses in the Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.</p> <p>SUPPLEMENTARY PREAMBLES</p> <p><u>View site</u></p> <p>Before submitting his tender, the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained.</p> <p><u>General</u></p> <p>The contractor will be held solely responsible for any injury to persons, damage to property and for the safety of the structure throughout the duration of the Contract and must make good at his own expense any damage that may occur.</p> <p>Any temporary tarpaulins, dust and weatherproof screens and barriers that may be necessary for the protection of the Works must be supplied, erected and maintained during the progress of the works, all to the satisfaction of the Representative/Agent and be removed on completion.</p> <p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p>				

The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)

**REMOVAL OF EXISTING WORK INCLUDING MAKING GOOD TO EXISTING**

Taking out and removing steel scraper and prepare to install new stainless-steel scraper:

1	Stainless steel scraper.	No.	1,00
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Taking out and removing plate duct covers:

2	Steel duct covers.	No.	1,00
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Taking out and removing sand and stone from sand filters and drying beds:

3	Fine sand.	m <sup>3</sup>	115,00
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4	Course river sand.	m <sup>3</sup>	190,00
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5	4,5mm crushed stone aggregate.	m <sup>3</sup>	115,00
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**SERVICING, REPAIRING, CLEANING, ETC**

6	Servicing and repairing of existing sand filters.	Item	10,00
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7	Servicing and repairing of existing drying beds.	Item	8,00
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8	Servicing of aerator gearbox and shaft.	Item	2,00
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9	Servicing of Clarifier gearbox and motor.	Item	1,00
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10	Modification of electrical control box.	Item	2,00
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Works cleaning and clearing:

11	The contractor shall leave the works in a clean and satisfactory state for use and occupation in terms of the agreement.	Item	1,00
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**Carried to Section No. 1 Summary**

Item	Description	Unit	Qty	Rate	Amount
	<b><u>BILL No. 2:</u></b>				
	<b><u>METALWORK</u></b>				
	The Tenderer is referred to the relevant Clauses in the Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.				
	<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
	<b><u>Descriptions of bolts, anchors, etc</u></b>				
	Descriptions of bolts shall be deemed to include nuts and washers				
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete				
	<b><u>STAINLESS STEEL SCRAPER, ETC</u></b>				
	<b><u>Grade 304 stainless steel scraper:</u></b>				
1	3000mm Clarifier scraper.	No.	1,00		
	<b><u>GALVANISED STEEL STAIRS, BALUSTRADING, HANDRAILS, ETC</u></b>				
	<b><u>Welded and bolted patent balustrading to walkways:</u></b>				
2	1100mm High "Mentis Ball and Tube Interlinked Handrail System" or equivalent continuous pipe balustrading including top rail, knee rail, stanchions and other vertical supports, base plates, side palm, long palm flat base, bolts, bends, corners, ends etc., bolted to concrete to match existing.	m	30,00		
	<b><u>GALVANISED STEEL FLOORS</u></b>				
	<b><u>Floor covers:</u></b>				
3	3mm "Vastrap" plate on walkway.	kg	160,00		
	<b><u>PRESSED STEEL DOOR FRAMES</u></b>				
	<b><u>GALVANISED PRESSED STEEL DOOR FRAMES</u></b>				
	<b><u>1,2mm Double rebated frames suitable for one brick walls:</u></b>				
4	Frame for door 813 x 2023mm high.	No.	1,00		
<b>Carried to Section No. 1 Summary</b>					

Item	Description	Unit	Qty	Rate	Amount
	<b><u>BILL No. 3:</u></b>				
	<b><u>PLUMBING AND DRAINAGE (PROVISIONAL)</u></b>				
	The Tenderer is referred to the relevant Clauses in the Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.				
	<b><u>TAPS, VALVES, ETC</u></b>				
1	150mm Brass fullway gate valve	No.	9,00		
	<b><u>Sundries:</u></b>				
2	800 x 400mm Isolation slate.	Item	1,00		
	<b>Carried to Section No. 1 Summary</b>				

Item	Description	Unit	Qty	Rate	Amount
	<p><b><u>BILL No. 4:</u></b></p> <p><b><u>PAINTWORK</u></b></p> <p>The Tenderer is referred to the relevant Clauses in the Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>PREPARATORY WORK TO EXISTING WORK</p> <p><u>Previously painted plastered surfaces:</u></p> <p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler, and finished smooth.</p> <p><u>Previously painted metal surfaces:</u></p> <p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal.</p> <p><b><u>PAINTWORK ETC TO NEW WORK</u></b></p> <p><b><u>ON METAL</u></b></p> <p><u>One coat namelcote zinc chromate primer and one coat merit universal undercoat and two coats black and yellow universal enamel gloss paint on galvanised steel:</u></p>				
1	On frames.	m2	2,00		
2	On balustrades, rails, etc., not exceeding 300mm girth.	m	120,00		
	<p><b><u>PAINTWORK ETC TO PREVIOUSLY PAINTED WORK</u></b></p> <p><b><u>ON SMOOTH CONCRETE SURFACES</u></b></p>				



	<u>Prepare, spot prime defects with plaster primer and two coats 'Professional Superior low Sheen' black and yellow emulsion paint to match existing:</u>				
3	On screeded floors.	m2	240,00		
4	On screeded floors, etc., not exceeding 300mm girth.	m	10,00		
	<u>ON METAL</u>				
	<u>One coat primer, one undercoat and two coats high gloss enamel paint on steel:</u>				
5	On balustrades, rails, etc., not exceeding 300mm girth.	m	55,00		
	<b>Carried to Section No. 1 Summary</b>				

Item	Description	Unit	Qty	Rate	Amount
	<b><u>BILL No. 5:</u></b>				
	<b><u>PROVISIONAL SUMS</u></b>				
	The Tenderer is referred to the relevant Clauses in the Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.				
	<b>SUPPLEMENTARY PREAMBLES</b>				
	<u>General</u>				
	Work for which budgetary allowances are provided will be measured and valued in accordance with the relevant building agreement and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances				
	Prime cost amounts and provisional sums are net. Prime cost amounts shall include for delivery to site of all articles concerned Provisional sums are for material and equipment supplied and installed complete by firms of specialists				
	<u>Profit</u>				

Where stated, the contractor may allow for profit if required					
<b><u>PRIME COST AMOUNTS</u></b>					
<u>Filter sand supplied by the contractor for sand filters, etc:</u>					
1	0,5 - 0,7mm Fine filter sand.	m³	115,00		
<u>Filter sand supplied by the contractor for sand filters and sludge drying beds, etc:</u>					
2	0,8 - 1,3mm Coarse filter sand.	m³	190,00		
<u>Filter stone supplied by the contractor for sludge drying beds, etc:</u>					
3	4,5mm Filter stone.	m³	115,00		
<b><u>BUDGETARY ALLOWANCES</u></b>					
<u>Contract documents</u>					
4	Allow and amount of R 1 500.00 (One Thousand Five Hundred Rands Only) for one set of the GCC 2015 3rd edition contract document.	Item	1,00		
<b>Carried to Section No. 1 Summary</b>					

#### Summary Wastewater Treatment Plant

REFERENCE	Bill	DESCRIPTION	TOTAL
		<b><u>SUMMARY PAGE</u></b>	
	1,0	<b>ALTERATIONS</b>	
	2,0	<b>METALWORK</b>	
	3,0	<b>PLUMBING AND DRAINAGE (PROVISIONAL)</b>	
	4,0	<b>PAINTWORK</b>	
	5,0	<b>PROVISIONAL SUMS</b>	

		<b>SUB TOTAL</b>	
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**D2.3.2 BILLS OF QUANTITIES  
(WATER TREATMENT PLANT)**

Item	Description	Unit	Qty	Rate	Amount
	<p><b><u>BILL No. 1:</u></b></p> <p><b><u>PLUMBING AND DRAINAGE (PROVISIONAL)</u></b></p> <p>The Tenderer is referred to the relevant Clauses in the Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.</p> <p>SUPPLEMENTARY PREAMBLES</p> <p><u>General:</u></p> <p><u>Polycop' polypropylene pipes:</u></p> <p>Pipes shall be firmly fixed to walls etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions.</p> <p>All pipe diameters are nominal external.</p> <p>All pipes shall be jointed and fixed strictly in accordance with the manufacturer's instructions.</p> <p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete</p> <p><u>uPVC pipes and fittings:</u></p> <p>Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings.</p> <p>Soil, waste and vent pipes and fittings shall be solvent weld jointed.</p> <p><u>Magflow - or equivalent:</u></p> <p>1 50mm 'DN50' or equivalent - Flow meter of 0 - 20 l/s, 3,125 Hz. With and including joints to 50mm HDPE pipes.</p> <p><u>Sand filter:</u></p>				
		Item	2,00		

2	Sand filter, including nozzles, sand, anthracite, quantum D1/P8 -50, etc. Media type and levels must be installed according to manufacturer's specifications.	Item	1,00
	<b>PUMPS</b>		
	<u>Grundfos' - or equivalent pumps:</u>		
3	Grundfos DDE 6-10B dosing pump, 100 - 240v, 19W, with a flow rate of 6l/hr, 1gph. Switch pump run pilot light, etc complete.	No.	1,00
	<u>Sundries:</u>		
4	4 - Amp Float fluid level control swith with 5 meter cable and 3 x 0.75 weight 250V AC.	No.	4,00
5	Dosing flow sensor.	No.	2,00
6	500mm Flash mixer.	No.	1,00
	<u>Commissioning:</u>		
7	Testing and commissioning the complete electrical system to ensure proper functioning.	Item	2,00
8	Certificate of compliance.	Item	1,00
	<u>TAPS, VALVES,ETC</u>		
	<u>Castle Brass Works' - or equivalent:</u>		
9	50mm Brass non-return valve.	No.	2,00
	<u>WATER SUPPLIES</u>		
	<u>Class 9 uPVC pressure pipes on class B bedding:</u>		
10	50mm Pipes laid in and including trenches.	m	35,00
11	63mm Pipes laid in and including trenches.	m	3,00
	<u>Extra over uPVC pipes for uPVC solvent welded fittings:</u>		
12	50mm Double solvent ball valve.	No.	24,00
	<u>Class 16 high density polyethylene pipes:</u>		
13	50mm Pipes laid in and including trenches.	m	5,00

	<u>TESTING</u>				
	<u>Testing:</u>				
14	Testing water pipe system.	Item	1,00		
	<b>Carried to Section No. 2 Summary</b>				

#### Summary Water Treatment Plant

REFERENC E	Bill	DESCRIPTION	TOTAL
	1,0	<u>SUMMARY PAGE</u>  <b>PLUMBING AND DRAINAGE (PROVISIONAL)</b>	
		<b>SUB TOTAL</b>	

#### Notes :

- 1 The contractor shall refer to the contract documents for contractual, legal and insurance etc. requirements.
- 2 All items in this Bill of Quantities are **REMEASURABLE** and only installed quantities will be paid for.
- 3 All rates shall include the supply, installation, connecting and accessories, labelling, equipment, labour, etc. for a fully compliant and working installation.

## **C2.4 FINAL SUMMARY PAGE**



## Final Summary

REFERENCE	Bill	DESCRIPTION	TOTAL
		<b><u>SUMMARY PAGE</u></b>	
	1,0	<b>PRELIMINARY AND GENERAL</b>	
	2,0	<b>WASTEWATER TREATMENT PLANT</b>	
	3,0	<b>WATER TREATMENT PLANT</b>	
		<b>Total ( Excl VAT &amp; Contingencies )</b>	
		ADD: Contingency amount 10%	
		<b>Total (Incl. Contingencies)</b>	
		ADD: 15% VAT	
		<b>GRAND TOTAL</b>	

### Notes :

- 1 The contractor shall refer to the contract documents for contractual, legal and insurance etc. requirements.
- 2 All items in this Bill of Quantities are **REMEASURABLE** and only installed quantities will be paid for.
- 3 All rates shall include the supply, installation, connecting and accessories, labelling, equipment, labour, etc. for a fully compliant and working installation.

## **PART E3: SCOPE OF WORKS**

### **E3.1 SCOPE OF WORKS**

**1. DESCRIPTION OF THE WORKS**

Refurbishment of the existing water and wastewater treatment plants at Midmar Resort.

**2. EXTENT OF THE WORKS**

Refurbishment of the existing water and wastewater treatment plants and associated works around the plants.

**3. LOCATION OF THE WORKS**

Midmar Resort. Indicate accessibility to and from the site. GPS coordinates for the site: -29°29'36.3"S 30°11'48.1"E.

**4. CERTIFICATION BY RECOGNIZED BODIES**

Any specific institutions which may certify items for inclusion in the works and building systems, e.g., Agreement Board of South Africa.

**5. SERVICES TO BE PROVIDED**

State requirements, as necessary for the contract to:

- Hook up to, and distribute, water, electricity and telecommunication services

Clean up and make good when the service or facility is no longer required, leave the Employers facilities in the condition they were before the contractor first made use of them, fair wear and tear accepted, and continuously clear and dispose of waste and surplus material to maintain the site in a tidy state.

**6. UNAUTHORISED PERSONS**

State requirements for substantiation of claims in payment certificates to expedite verification and certification by Employer

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

**7. ELECTRONIC PAYMENTS**

Once a contract is awarded the contractor must complete a WIMS Registration form and a financial detail certificate available from the Department. This form must be submitted together with a cancelled cheque or a certified bank statement and a certified copy of the ID of the person who signed the financial detail certificate.

**8. DAILY RECORDS**

Add the requirements for daily records of resources (people and equipment employed), or site diaries in respect of work performed on the site, and where such documents are to be kept.

**9. PAYMENT CERTIFICATES**

State requirements for substantiation of claims in payment certificates to expedite verification and certification by Employer. Contractor's must ensure that they submit their Tax Invoice with their claim for timeous payment.

**10. PERMITS**

State requirements for Contractor's staff to have security \ entrance permits and the like.

**11. PROOF OF COMPLIANCE WITH THE LAW**

- The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- The National Building Regulations – SANS 10400 Part T and Building Standards Act 1977 (Act 103 of 1977)
- The Environmental Act and regulations
- An Electrical Certificate of Compliance, in accordance with the SANS 10142-1 Wiring Code will be required for all Electrical Works.
- The Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned.

## **PART F4: SITE INFORMATION**

#### **F4.1 SITE INFORMATION**

## **General**

a) Midmar Nature Reserve, also known as Midmar Dam Nature Reserve, is a protected area around Midmar Dam on the Umgeni River. It is situated near to Howick in KwaZulu-Natal, South Africa.. GPS coordinates for the site: --29°29'36.3"S 30°11'48.1"E.

b) Site is a live environment. Caution must be made not to disrupt the day to day functions of the surrounding buildings, staff, and general public accessing the facility. Site to be kept clean and neat at all times. All work and equipment are to be safely hoarded off.

Special care must be taken to limit noise and not disrupt current and adjacent buildings, as well as the day to day functioning of the building. The contractor is to take note of the handling requirements for materials from the contractors yard.