



INVITATION TO BID

BID NUMBER:	EKZNW 08/2023/24
DESCRIPTION OF GOOD/SERVICE/WORK REQUIRED:	Renovations and Upgrades of 2 x staff Houses in St Lucia for Ezemvelo KZN Wildlife.
REQUIRED CIDB GRADING:	It is estimated that tenderers should have a CIDB contractor grading of 3 GB or higher.
COMPULSORY SITES BRIEFING SESSIONS DATE & ADDRESS:	Date: 17 January 2024 Time: 11:00am Venue: 78 Kingfisher Street, St Lucia, 3936
CLOSING DATE AND TIME:	08 February 2024 11:00am
BID VALIDITY PERIOD:	120 calendar days (commencing from the Closing Date)
BID DOCUMENTS DELIVERY ADDRESS:	Ezemvelo KZN Wildlife, Head Office Queen Elizabeth Park No. 1 Peter Brown Drive Montrose, Pietermaritzburg 3202 NB: Bidders must submit both hard copies and electronic documents in the form of a USB.

NAME OF BIDDER:	
BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED:	R
BID PRICE IN WORDS
BIDDERS SIGNATURE:	

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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. Bidder must initial each and every page of the bid document.
18. **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
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 08/2023/24.

Service: Renovations and Upgrades of 2 x staff Houses in St Lucia for Ezemvelo KZN Wildlife.

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)

Official stamp with signature

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE					
BID NUMBER:	EKZNW 08/2023/24	CLOSING DATE:	08 February 2024	CLOSING TIME:	11:00
DESCRIPTION Renovations and Upgrades of 2 x staff Houses in St Lucia for Ezemvelo KZN Wildlife.					
BID RESPONSE DOCUMENTS MUST BE DEPOSITED AT THE FOLLOWING ADDRESS:					
Ezemvelo KZN Wildlife, Head Office Queen Elizabeth Park No. 1 Peter Brown Drive, Montrose Pietermaritzburg, 3202					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Mr Sthabiso. Sithole		CONTACT PERSON	Thobane Dlamini	
TELEPHONE NUMBER	033 845 1225		TELEPHONE NUMBER	033 845 1913	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Sitholes@kznwildlife.com		E-MAIL ADDRESS	dlaminith@kznwildlife.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE 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]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
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

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

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

DATE:

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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

.....
.....

2.3. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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 bid der

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

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS
2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
--------------	-----------	--------------

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
--------------	-----------	--------------

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender		Number of points claimed (80/20 system) (To be completed by the tenderer)	Proof to be attached to substantiate points
51% Black owned enterprise.	8		Proof B-BBEE status level contributor indicating the percentage of black ownership.
51% owned by Black people who are women.	4		Proof B-BBEE status level contributor indicating the percentage of black ownership.
51% owned by Black people who are youth.	4		Proof B-BBEE status level contributor indicating the percentage of black ownership.
Geographical Location (Enterprises located in Zululand & Umkhanyakude or King Cetshwayo Districts)	4		Utility bill / letter from the ward councilor / lease agreement.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

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

- The information furnished is true and correct;
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 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;
- 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 –
 - disqualify the person from the tendering process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

GENERAL CONDITIONS OF BID

Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and the neuter.

1. Definitions and Interpretations

- 1.1 "Employer" shall mean The KwaZulu Natal Nature Conservation Board (Herein after referred to as the Board)
- 1.2 Employer's representative shall be: - Mr. Sihle Mkhize – Acting Chief Executive Officer, Telephone No. - (033) 845 1511.

2. Issuing of Documents and Cost of Bidding

The Employer will not reimburse bidders for any expenses incurred in the preparation of the bids and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

3. Bid validity period

Unless a longer period is stipulated, all bids must remain binding for a minimum period of (120) calendar days from the date of the bid closing date.

4. Submission of Bids

The bid shall be signed by a person duly authorized to do so. Bids submitted by Joint Ventures of two or more firms shall be accompanied by the document of formation of the Joint Venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the Joint Venture will function, its period of duration, the persons authorized to represent, the participation of the several firms forming the Joint Venture, and any other information necessary to permit a full appraisal of its functioning. It shall state which of the signatories the lead partner is and whom the employer shall hold liable for the purpose of the bid offer.

A Bid submitted by:

- a) A registered Company may not be considered unless accompanied by a resolution of a Board of Directors of the Company authorizing the Bid to be made and the signatory to sign the bid on the Company's behalf;
- b) A registered Close Corporation may not be considered unless accompanied by written authority from all the signatory members of the Close Corporation authorizing the bid to be made and the signatory to sign the bid on the Close Corporation's behalf;
- c) A Partnership may not be considered unless duly signed by all partners or more parties duly authorized thereto to Power of Attorney by the parties, copy of which should accompany this bid document;
- d) A trust may not be considered unless duly signed by all trustees authorizing the bid to be made and the signatory to sign the bid on the Trust's behalf.

Bids are to be submitted in a sealed envelope addressed to the Supply Chain Manager and must be placed in the bid box. This envelope should be endorsed with the following:

➤ **Bid Number: EKZNW 08/2023/24.**

➤ **Description of Services:** Renovations and Upgrades of 2 x staff Houses in St Lucia for Ezemvelo KZN Wildlife.

➤ **Closing date: 08 February 2024**

The employer shall not assume any responsibility for the misplacement or premature opening of the bid offer if the outer package is not sealed and marked as stated.

Failure to identify the envelope with the relevant and individual bid reference number may lead to the bid being disregarded. The envelope shall not contain documents relating to any bid other than that shown on the envelope.

No bid submitted by post, fax or other electronic means will be considered. Bids sent, via courier services will only be accepted if placed into the Bid Box. It is the Bidder's responsibility to ensure that this is done.

A specific bid 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.

The employer shall return bid offer received after the closing time stated in the advertisement, unopened, (unless it is necessary to open a bid submission to obtain a forwarding address), to the bidder concerned.

Bids must be submitted on the documentation provided by the Ezemvelo KZN Wildlife (original bid documents). Submitting a copy of the original bid document will invalidate your bid.

5. Notices to Bidders

Prior to the date for submission of bids, the Employer's Representative may issue notices to bidders in the form of circulars/addenda or modify the bid documents. A copy of each notice will be issued to every Bidder, who shall duly acknowledge receipt thereof. The "Notice to Bidder" circulars shall become part of the bid documents and shall be signed by the Bidder and submitted with other bid documents.

6. Amendments to Bid by Employer

The Employer will adjust arithmetical errors in the extension of rates and totals in the bid and the Bidder will be informed of the effect of any corrections on its bid sum prior to the award of the contract. In such cases the unit will be taken as being correct.

7. Bidder to satisfy itself as to Conditions and Circumstances of Bid

The Bidder shall be deemed to have satisfied itself as to all the conditions and circumstances affecting the bid, **including the physical aspects of working areas**, and by the submission of a bid will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

Bidders are advised to check the number of pages and to satisfy themselves that none are missing or duplicated. No liability whatsoever will be recognized by KZN Wildlife in regard to any claim thereof.

8. Alternative Bids

Bidders who submit alternative bids may do so only after having submitted bids strictly in accordance with the Technical Specification, Scope of Work and Price Schedule. Should the Bidders wish to offer any alternative it shall state such alternative fully in covering documentation attached to its bid. Such documentation shall include a fully priced Price Schedule and precise details of such offer and any change in financial, constructional, maintenance or other risk between the base offer and the alternative.

9. Qualification of Bids

Bids which are qualified may be rejected and all other things being equal, will lead to rejection of the qualified bid in favor of any other non-qualified bid.

10. Offering of a Commission or Gratuity

If the Bidder, or any employee, is found to have either directly or indirectly offered, promised or given to any office bearer of the Employer any commission, gratuity, gift or other consideration, the Employer shall have the right to disqualify the bid and cancel any existing contracts without paying any compensation to the Bidder.

11. Method of Award

The Employer may award any contract to any one or more Suppliers at its discretion. The basis for any adjudication will be on consideration of a combination of the price/rates offered, functionality/technical and commercially acceptable bid(s). Black Economic Empowerment Achievements will also be taken into account.

12. Acceptance of Bid

The lowest, or any bid will not necessarily be accepted and the Employer reserves the right to accept any bid either in whole, or in part or to withdraw.

Notification of acceptance of bid (an award of a contract) will be in writing signed by or on behalf of the Chief Executive Officer of the KZN Wildlife. Oral advice on the acceptance of a bid will not constitute any obligation towards, nor a contract between, a bidder and KZN Wildlife.

13. Rejection of Bids

Any bid which does not comply with the Conditions of Bid may be regarded as incomplete and may be rejected.

14. Ownership of Documentation

All documents relating to the bid remain the property of the Employer and a copy of the contract will be sent to the successful Bidder.

15. Undertaking in Event of Withdrawal of Bid.

Should the Bidder withdraw its bid during the specified period for which it holds good, or if when notified that its bid has been accepted, fails to provide the security required under this contract within the period stipulated in the contract, it shall pay to the Employer upon demand any increased amount between the breached bid and the bid that the Employer finally accepts, without prejudice to any other rights which the Employer may have in law against the Bidder.

The Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Bidder, under any other contract, or against any guarantee or deposit which may have been furnished by or on behalf of the Bidder for the due fulfillment of any other Contract between the Employer and the Bidder. Pending the ascertainment of the amount of the Bidder's liability to the Employer in terms of this Conditions of Bid, the Employer may retain such monies, guarantee or deposit as security for any loss which the Employer may sustain by reason of the Bidder's default.

16. Precedence of Documentation

Should there be a conflict within the contract documentation, the following shall be order of precedence: -

1. Form of Agreement (Contract)
2. Technical Specification/Terms of Reference
3. Price Schedule
4. Special Conditions of Contract
5. General Conditions of Contract
6. General Conditions of Bid

17. Alterations or Corrections

No unauthorized alteration or addition shall be made to the Agreement, Price Schedule, or any portion of the original text in the Bid Documents. If such addition or alteration is made, or if the Price Schedule is not properly completed, the Bid may be rejected.

Any amendment or correction in the Bid document of bided amount/sum/rate or other entry must be affected only by deleting the incorrect entry and writing the correct amount/sum/rate/entry just above it in **INK**. Each and every amendment/correction must be initialed by all signatories to the Bid.

The use of "TIPPEX" correcting fluid or any other similar substance to make corrections and/ or alterations **ANYWHERE** in the Bid Document is **NOT** permitted and any Bid altered/amended in such a manner may be declared invalid. The use of any erasable ink i.e., pencil will invalidate your bid.

18. Confidentiality of Bid Documents

All recipients of the bid documents shall, whether a bid is submitted or not, treat the details of the document as private and confidential and the general content shall not be disclosed or discussed with third parties without the prior approval of the Employer.

19. Copyright

No part of this document and any document enclosed with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Employer. Copyright is reserved on specifications, system and processes contained in the document. Any person, firm, body or consultant shall be responsible jointly and severally, in their personal and corporate capacities, for any contravention of this requirement for bidding and/ or any copyright clauses contained in the document.

20. False Declarations

All information requested in this document and provided by the Bidder is accepted in good faith as being true and accurate. Any false declaration or intentional omission of relevant facts will be viewed in a serious light by The Board, and should the true facts be established, that may disqualify the Bidder concerned.

21. Consent to Risk Analysis and Access to Information

The Bidder agrees that the Employer may use the services and records of specialists or a registered credit bureau and other suppliers for information required in the original and future assessment risk, both technical and

commercial.

If the Bidder is a private or unlisted public company, close corporation, or other artificial person, then it undertakes to advise the Employer immediately in writing of any agreement concluded for the change of its shareholding, membership or ownership. In such event (or if the Bidder fails to advise the Employer as required in terms hereof), the Employer reserves the right to re-assess any risk.

22. Prices quoted in bid documents

All prices quoted in bid documents must be in South African currency and be inclusive of Value-Added Tax. Unless the price is broken down into separate components of (a) net price, (b) total price, (c) total price (i.e. including the tax consideration), the price quoted on a document will be DEEMED inclusive of value – Added Tax. No bid document which has not been priced (i.e., Bid prices not inserted in the spaces on the form/s provided therefore) will be admitted.

23. Compulsory meeting (If applicable)

Confirmation of attendance of compulsory inspection will be recorded on site. Non-attendance of compulsory site inspection/information/clarification meeting will invalidate your bid. Late entries will not be allowed. Bidder must be represented at the meeting by a person who is suitably qualified and experienced to comprehend the implications of the work.

24. Tax Clearance Certificate

A Valid Original Tax Clearance Certificate (or in the case of a Joint Venture, of all partners in the Joint Venture) must be submitted with the bid document.

Please note that your Tax Clearance Certificate will be verified with SARS prior to the award of this bid, you are therefore requested to ensure that your Tax Clearance Certificate is valid until the finalization.

25. Certificates

The following certificates must be provided with the bid document. If they are not provided the bidder's offer may be considered as non-responsive:

1. Company/CC/Trust/Partnership/Co-operative registration certificates
2. Joint Venture Agreement and Power of attorney in case of Joint Ventures
3. ID certificates in case of one-man concerns

26. Eligibility

A bidder will not be eligible to submit a bid if:

1. the bidder submitting the bid is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
2. the bidder submitting the bid is insolvent, bankrupt, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceeding in respect of the foregoing;
3. the bidder does not comply with the legal requirements stated in the Employer's procurement policy;
4. the bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capacity, personnel, experience and reputation to perform the contract.

27. Arithmetical errors

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

28. Submitting a bid offer

Bidder must submit one bid only, either as a single bidding entity or as a member in a Joint Venture to provide the whole of works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data. The bid must be only in the original bid document as obtained from Ezemvelo KZN Wildlife. Copied bid document will be disregarded.

AUTHORITY TO SIGN A BID

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

(I) CLOSE CORPORATIO N	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHI P	(V) CO- OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM
					Incorporated
					Unincorporated

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

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

acting in the capacity of

whose signature is

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

NAME	ADDRESS	SIGNATURE	DATE

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

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

Co-operative:	Resolution letter from the directors
Close Corporation:	Resolution letter from the directors
Company:	Resolution letter from the director/s
Sole Proprietor:	Resolution letter from the director
Partnership:	Resolution letter from the director
Joint Venture / Consortium:	Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

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.

Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.

SPECIAL CONDITIONS OF CONTRACT

1. INTRODUCTION

This bid is subject to the Preferential Procurement Policy Framework Act and the 2022 Preferential Procurement Regulations and the following Special Conditions of Contract.

2. NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.

3. TAX MATTERS

It is a condition of this bid that the tax matters of a successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's obligation.

The Tax Compliance status requirements are also applicable to foreign bidders/individual who wish to submit bids.

Bidder must be registered on the Central Supplier Database (CSD) and provide its CSD number.

When a Consortium, Joint Venture, Sub-contractors is involved, each party must be registered on the CSD and their tax compliance status will be verified through the Central Supplier Database.

The bid will be awarded to the bidder who is tax compliant.

4. DECLARATION OF INTEREST (SBD 4)

A bidder or his/her authorized representative is required to declare if the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest has any interest(s) in any other related enterprise whether or not they are bidding for this contract. The Bidder's Disclosure (SBD 4) must be completed fully and if disclosure is found not to be true and complete in every respect the bidder will be disqualified.

5. SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIM (SBD 6.1)

The tenderer must indicate how they claim points for specific goals and substantiate by submitting proof/ documentation stated in the conditions of this tender. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender for specific goals will be interpreted to mean that preference points are not being claimed. The failure by the tenderer to indicate the points claimed will also result in points not being allocated.

6. HEALTH AND SAFETY FILE

Health and Safety file is to be submitted within 14 days from the date that the Agreement, made in terms of the Form of Offer and Acceptance comes into effect.

7. EVALUATION CRITERIA

The evaluation process will be conducted in phase as follows:

7.1. Phase 1: Compliance and completeness screening

- The bidder must be fully registered on the National Treasury Central Supplier Database (CSD) at the closing time of the bid.
- 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, signed and initial every page of the bid.
- 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.
- The bidder has made the necessary disclosures on SBD4.

7.2. 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 **3 GB** class of 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 **3 GB** 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 **3 GB** class of construction works or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

7.3. Phase 3: Functionality Evaluation

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

	Evaluation Criteria	Deliverables	Points	Sub-Points		Sub-Criteria
1.	Competency, Experience and Resource Capacity		50 Points			
	Tenderer to demonstrate their competency and capacity to undertake the project	List of 3 or more projects of R 300 000 or higher within the last 5 years. List per project must be supported by a set of documents - (signed letters of appointment, completion certificate signed by the client/awarding institution).	50	50 of 50	Sub-points	3 Projects with a full set of documents
				30 of 50	Sub-points	2 Projects with a full set of documents
				10 of 50	Sub-points	1 Project with a full set of documents.
				0 of 50	Sub-points	0 Projects with a full set of documents.
2.	Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project		50 Points			
	Demonstration of the tenderer's human resource capacity and technical competency for the project - Site foreman - Safety officer Detailed proposed project team organogram that sets out the roles and responsibilities of each proposed team member, which is backed up by their curriculum vitae; demonstrating extensive experience in projects in the Built environment.	Site Foreman •relevant qualification •minimum 5 years of experience Safety Officer • Relevant qualification • minimum of 5 years' experience	25	10	Sub-points	NQF level 4 or higher qualification
				15	Sub-points	0 years= 0 points 2-3 years =5 points 3-4 years =10 points 5 years = 15 points
				10	Sub-points	NQF level 5 or higher qualification in the built environment
				15	Sub-points	0 years= 0 points 2-3 years =5 points 3-4 years =10 points 5 years = 15 points
TOTAL POINTS		100				

7.4. Phase 3: 80/20 Preference points system

- 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 GOALS AND POINTS		PROOF TO BE ATTACHED TO SUBSTANTIATE POINTS
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$ <p>Where: Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration P_{min} = Price of lowest acceptable tender</p>	51% Black owned enterprise	8	Proof B-BBEE status level contributor indicating the percentage of black ownership.
	51% owned by Black people who are women	4	Proof B-BBEE status level contributor indicating the percentage of black ownership.
	51% owned by Black people who are youth	4	Proof B-BBEE status level contributor indicating the percentage of black ownership.
	Geographical Location (Enterprises located in Zululand & Umkhanyakude or King Cetshwayo Districts)	4	Utility bill / letter from the ward councilor / lease agreement.

The Contract

Part C1: Agreements and contract data

- C1.1 Form of offer and acceptance
- C1.2 Contract data
- C1.3 Form of Guarantee
- C1.4 Pre-construction Health and Safety specification
- C1.5 Contractor's Health and Safety declaration
- C1.6 Environmental Management Plan

Part C2: Pricing data

- C2.1 Pricing instructions
- C2.2 Bills of Quantities

Part C3: Scope of work

- C3.1 Scope of Work

Part C4: Site information

- C4.1 Site information

PART C: AGREEMENTS AND CONTRACT DATA

C1.1 - FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Renovations and Upgrades of 2 x staff Houses in St Lucia for Ezemvelo KZN Wildlife

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:

Amount (in words):	
Amount in figures:	R

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	Agreement 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.

Signature (s)			
Name (s)			
Capacity			
For the employer			
	<i>(Name and address of employer)</i>		
Name and signature of witness			

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.

1.1.1. Subject:
Details:

1.1.2. Subject:
Details:

1.1.3. 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.

C1.1 CONTRACT DATA: JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

The Conditions of Contract are clauses 1 to 30 of the JBCC Series 2000 Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.

A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	Renovations and Upgrades of 2 x staff Houses in St Lucia for Ezemvelo KZN Wildlife
Reference number	EKZNW 08/2023/24
Works description	Internal and external renovations and Upgrades of 2 x staff Houses in St Lucia for Ezemvelo KZN Wildlife

A 2.0 Site [1.1]

Erf / stand number	N/A
Township / Suburb	St. Lucia
Site address	Saint Lucia
Local authority	Mtubatuba Local Municipality

A 3.0 Employer [1.1]

Name	Ezemvelo KZN Wildlife		
Country	South Africa		
Employer's representative:	Bongiwe Mazibuko		
Name			
E-mail	mazibukb@kznwildlife.com	Telephone number	+27(0) 33 845 1912
Mobile number	N/A		
	P O Box 13053, Cascades		
Postal address	Pietermaritzburg	Postal code	3202
	225 Old Howick Road		
Physical address	Pietermaritzburg	Postal code	3201

A 4.0 Principal agent [1.1]

Name	Thobane Dlamini		
Legal entity of above	Ezemvelo KZN Wildlife	Contact person	Thobane Dlamini
Practice number	N/A	Telephone number	+27(0) 33 845 1913
		Mobile number	N/A
Country	E-mail dlaminit@kznwildlife.com		
Postal address	P O Box 13053, Cascades Pietermaritzburg		
Physical address	225 Old Howick Pietermaritzburg	Postal code	3202 3201

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of Measurement	Standard System of Measuring Building Work (Seventh edition as amended)
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works , state country [2.1]	The law applicable to this agreement shall be that of the Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rands (R)
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at nocost [5.6]	Three (3) copies of the construction documents will be supplied to the contractor free of charge
JBCC Engineering General Conditions are to be included in the contract documents:	NO

Documents comprising the agreement	Page numbers
The JBCC ® Principal Building Agreement, Edition 6.2 May 2018	1 to 30

B 5.0 Employer's agents [6.0]

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

Principal Agent

B 6.0 Insurances [10.0]

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

NONE

Insurances by Contractor		
Yes/no?	YES	
Contract works insurance[10.1.1; 10.2]:		Contract works insurance to be effected by the contractor To the minimum value of the contract sum plus 10% With a deductible not exceeding 5% of each and every claim
Supplementary insurance [10.1.2; 10.2]		Supplementary insurance is required: Yes To the minimum value of the contract sum plus 10 %
Public liability insurance [10.1.3; 10.2]		Public liability insurance to be effected by the contractor For the sum of R 10 million With a deductible not exceeding 5% of each and every claim
Removal of lateral support insurance [10.1.4; 10.2]		N/A
Other insurances [10.1.5]		N/A
Yes/no?	No	If yes, description 1
Yes/no?	No	If yes, description 2

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes/no?	YES
If yes, description	Staff members employed at the Ezemvelo KZN Wildlife will be active around the houses during the construction work hours.		
Restriction of working hours [12.1.2]		Yes/no?	Yes
If yes, description	No work is permitted on Saturdays, Sundays and Public holidays.		
Natural features and known services to be preserved by the contractor [12.1.3]		Yes/no?	Yes
If yes, description	Refer to Environmental Management Plan. All services uncovered on site will not be moved and/or terminated without any prior approval of the Principal Agent		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes/no?	YES
If yes, description	The Contractor will be restricted to areas of work only.		
Supply of free issue [12.1.10]		Yes/no?	NO
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes/no?	NO	If yes, description of specialization N
Specialisation 1		N/A

B 9.0 Selected subcontractors [15.0]

Yes/no?	NO	If yes, description of specialisation
Specialisation 1		N/A

B 10.0 Direct contractors [16.0]

Yes/no?	NO	If yes, description of extent of work
Extent of work [12.1.11]		N/A

B 10.0 Description of sections [20.1] – Not Applicable

Section 1	
Section 2	
Section	Remainder of the works

B 11.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a whole	Intended date of possession of the site [12.1.5]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
	Date	working days	Period in months	Penalty amount per calendar day (excl. tax)
	TBA	7 Days	8 Months	0.04% of the Contract Price, rounded to the nearest R10

- Period for the commencement of the works after the contractor takes possession of the site: Ten (10) workingdays.
- For the works as a whole:

The date for practical completion shall be Eight (8) Months from the commencement date and the penalty per calendar day shall be 0.04% of the Contract Price, rounded to the nearest R10 excluding VAT.

Defects liability period [21.0]:

Extended defects liability period: Refer B17.0 [21.13]	Yes/no?	YES
If yes, description of applicable elements	13.1 All engineering work (12 months) 13.2 13.3 13.4 13.5 13.6	

B 12.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	By the 25 th of every month		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	NOT APPLICABLE		
If yes, method to calculate			

B 13.0 Dispute resolution [30.0]

Dispute resolution of any dispute shall be conducted in the following chronologically order with litigation being last resort:

- 1 Negotiation
- 2 Mediation
- 3 Adjudication
- 4 Arbitration
- 5 litigation

B 14.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]	The quantities marked as provisional in the bills of quantities are an indication of the works to be executed and are subject to re-measurement
Availability of construction information [P2.3]	Where the construction information for the works is incomplete and will only be completed during the construction period the contractor and principal agent shall work together to identify the requirements for the provision of construction information.
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	The contractor shall forthwith give notice to the principal agent and request a contract instruction regarding any dimensional inaccuracy found in work previously executed.
Previous work - defects - details of previous contract(s) [P3.2]	N/A
Inspection of adjoining properties - details [P3.3]	Before commencing the works the principal agent and the contractor shall arrange with the owners of adjacent buildings and properties and representatives of local authorities to inspect, inter alia, the buildings, structures, pavings, kerbs, channels and fences. The contractor shall record all conditions that the works could affect and copy the principal agent accordingly. The contractor shall pay particular attention to cracks, defects and existing levels related to structures, pavings, kerbs, channels and fences which later could be claimed to have been caused or disturbed by the works Where

		instructed by the principal agent, levels and photographs shall be taken by the contractor and the cost thereof shall be for the employer's account. Certified copies shall be lodged with the principal agent
Handover of site in stages - specific requirements[P4.1]		N/A
Enclosure of the works - specific requirements [P4.2]		The contractor shall erect, maintain and remove at completion hoardings with gantries, fans, safety screens, elements thereof, all for the enclosure of the works from the public and others.
Geotechnical and other investigations – specific requirements [P4.3]		N/A
Existing premises occupied - details [P4.5]		YES
Services - known - specific requirements [P4.6]		N/A
Water[P8.1]	By contractor	Yes
	By employer	No
	By employer – metered	No
Electricity [P8.2]	By contractor	Yes
	By employer	No
	By employer – metered	No
Ablution and welfarefacilities [P8.3]	By contractor	Yes
	By employer	No
Communication facilities - specific requirements[P8.4]		The contractor shall provide communication facilities as required for his staff as well as for the agents of the employer when on site and shall be liable for all costs related thereto.
Protection of the works - specific requirements [P11.1]		The contractor shall erect, maintain and remove at completion hoardings with gantries, fans, safety screens, elements thereof, all for the protection of the work, the public and others. Adequate protection of the works must be ensured by the contractor.
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]		The contractor shall provide all reasonable temporary measures to protect/isolate the existing and/or sections of the occupied works and remove such measures on practical completion.
Disturbance - specific requirements [P11.5]		The contractor shall execute the works with a minimum of disturbance to adjoining premises, any parts of the works already handed over and the occupants of those premises and/or parts
Environmental disturbance - specific requirements[P11.6]		The contractor shall execute the works without any unreasonable adverse effect on the environment and ensure works are completed as per the requirements of environmental management plan.

B 15.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this
agreement

DEFINITIONS AND INTERPRETATION

Clause 1.1 Definition of "**Commencement Date**" is added:

"COMMENCEMENT DATE" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Guarantee for Construction**" is amended by replacing it with the following:

"GUARANTEE FOR CONSTRUCTION" means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as approved by the employer.

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"CONSTRUCTION PERIOD" means the period commencing on the **commencement date** and ending on the date of **practical completion**

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"FRAUDULENT PRACTICE" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following: "**PRINCIPAL**

AGENT" means the person or entity appointed by the **employer** and named in the **schedule** as such. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**

Clause 1.1 Definition of "**Security**" is amended by replacing it with the following:

"SECURITY" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense

or loss

Clause 1.2.6 If any provision of this **agreement**, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under the law; the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the parties shall endeavour in good faith to agree an alternative provision to the void, illegal or unenforceable provision.

Clause 1.2.7 No waiver or relaxation of any of the provisions or terms of this **agreement** (or any **agreement** or other document issued or executed pursuant to in terms of this **agreement**) shall operate as an estoppel against a party in respect of any of its rights in terms of this **agreement**

No failure by a party to enforce any provision of this **agreement** shall constitute a waiver of such provisions or affect in any way such party's right to require the performance of such provision at anytime in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.

Clause 1.2.8 If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons:-

Clause 1.2.8.1 these persons are deemed to be to be jointly and severally liable to the **employer** for the performance of this **agreement**

Clause 1.2.8.2 these persons shall notify the **employer** of their leader who has authority to bind the **contractor** and each of these persons: and

Clause 1.2.8.3 the **contractor** shall not alter its composition or legal status without the prior written consent of the **employer**

Clause 1.2.9 The **contract documents** shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the JBCC Principal Building Agreement as the special conditions shall prevail over all other **contract documents**.

LAW, REGULATIONS AND NOTICES

Clause 2.0

Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification and baseline risk assessment.

Clause 2.4.2 is amended by replacing it with the following

No clause

Clause 2.0 is amended by the addition of the following:-

Clause 2.5 The contractor shall take all reasonable precautions to maintain the health and safety of persons in and about the execution of the **works**. Without limitation the contractor hereby:

Clause 2.5.1 accepts that the **employer** will appoint him as the **Principal Contractor** (as defined and provided for under the Construction Regulations 2014 (as amended) and promulgated under the Occupational Health and Safety Act 85 of 1993 (as amended) for the site

Clause 2.5.2 acknowledges and confirms that the **contract sum** includes a sufficient amount for proper compliance with the **employer's** health and safety specification, the construction regulations, all applicable health and safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this **agreement** and generally for the proper maintenance of health and safety in and about the execution of the works including all materials, labour, training, equipment and all other requirements necessary to ensure proper and complete health and safety implementation and management on site in accordance with applicable legislation; and

Clause 2.5.3 undertakes, in and about the execution of the **works**, to comply with the Construction Regulations and with all applicable health and safety laws and regulations and rules and guidelines and procedures otherwise provided for under the **agreement** and shall ensure that all **sub- contractors**, employees and others under the **contractor's** direction and control, likewise observe and comply with the foregoing.

Clause 2.6 The **employer** reserves the right to pay direct (i.e) not through the **contractor** for all or any permanent connections to local or other authority services, for which provisional amounts have been included within the **contract documents**. In the event of the **employer** paying direct for these charges, the **contractor** will not be entitled to a ten per cent (10%) mark-up in terms of clause 32.4. All such provisional amounts included in the **contract sum** will, as a result, be omitted

OFFER AND ACCEPTANCE

Clause 3.0

Clause 3.2 is amended by replacing it with the following

Clause 3.2 The currency applicable to this agreement is South African Rands.

CESSION AND ASSIGNMENT

Clause 4.0

DOCUMENTS

Clause 5.0

Clause 5.0 is amended by the addition of the following:

Clause 5.7 The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access at all times:-

EMPLOYER'S AGENTS

Clause 6.0

Clause 6.1. is amended to include clauses 26.8, 26.12 and 26.13 in terms of which the **employer** has retained its authority and has not given a mandate to the **Principal Agent** and in terms of which the **employer** shall sign all documents.

DESIGN RESPONSIBILITY

Clause 7.0 : DESIGN RESPONSIBILITY

Clause 7.1 is amended by the addition of the following:

Notwithstanding the provisions of clause 7.2, where the **contractor** undertakes the design responsibility of any aspect of the **works**, he shall indemnify and hold free the **employer** and his **agents** from responsibility for any claim or proceeding whatsoever due to any fault including fault in the design detailing and calculations. In respect of the design responsibility undertaken by any **nominated or selected sub-contractor**, such **sub-contractor** shall similarly, indemnify and hold free the **employer**, his **agents** and the **contractor** from responsibility for any claim or proceeding whatsoever due to any fault including fault in the design, detailing and calculations except where such **sub-contractor** is from the **mandatory partner** in which case the liability shall vest in the **contractor**.

Clause 7.0 is amended by the addition of the following:-

Clause 7.4 Without limiting or derogating from the employers rights under sub-clause 7.2, the contractor shall;

Clause 7.4.1 ensure that every **n/s or selected sub-contractor**, simultaneously with the signing of the relevant **n/s agreement**, signs (in terms of a written signing authority acceptable to the **principal agent**) and delivers to the **employer** a design, materials and workmanship warranty and undertaking (design warranty) in favour of the **employer**.

Clause 7.4.2 provide the **employer** evidence of suitable and sufficient professional indemnity insurance for all **sub-contractors** whose **subcontract** involves design work other than for temporary works.

Clause 7.5 pending delivery of the design warranty and the required evidence of the professional indemnity insurance **contractor** shall, notwithstanding anything to the contrary in the **agreement** and without limiting or derogating from the **employer's** rights under sub-clause 7.2, be responsible for issues that may arise, and pertaining to the relevant **sub-contract works**.

INSURANCE AND SECURITIES

WORKS RISK

Clause 8.0

Clause 8.5.1 is amended to read as follows:

The use or occupation, after **practical completion**, of any part of the **works** by the **employer**, the **employer's** servants or **agents**; and those for whose acts or omissions they are responsible.

INDEMNITIES

Clause 9.0

INSURANCES

Clause 10.0 is amended by the addition of the following:-

10.11.1 Damage to the Works

- (a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary
- (b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.12 Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**

(e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed

(f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.13 High risk insurance

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

10.14 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary. When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.14.1 Injury to persons or loss of or damage to property

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

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

10.14.2 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) calendar days of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.14.3 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

SECURITY

Clause 11.0 is amended by deleting clauses 11.1 - 11.8 and replacing them with the following:

- 11.1.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent(10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date
- 11.1.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor
- 11.1.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value(excluding VAT) and refund the balance to the contractor
- 11.1.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor
- 11.1.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer complies with the provisions of 27.3.1 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor
- 11.1.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party
- 11.1.7 Where security as a variable construction guarantee of ten percent (10%) of the contract sum(excluding VAT) has been selected:
 - 11.1.7.a The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date
 - 11.1.7.b The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender
 - 11.1.7.c The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring
 - 11.1.7.d Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the fixed or variable construction guarantee
- 11.1.8 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum(excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:
 - 11.1.8.a The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)
 - 11.1.8.b The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion
 - 11.1.8.c The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring

11.2 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement

Clause 11.11 In the event that the value of the works (excluding adjustments in terms of the contract price adjustment provisions) increases during the course of the contract by an amount of ten per cent(10%) or more of the contract sum, then upon written request from the principal agent, the contractor shall, within ten (10) working days of such request arrange to have the construction guarantee guaranteed sum increased accordingly. The approved cost of increasing the construction guarantee shall be added to the contract sum. If the contractor is so required to

increase the guaranteed sum, no further amounts shall be certified or paid to the contractor until the guarantee has been increased.

Should the **contractor** be a joint venture, then each entity shall be jointly and severally liable to the **employer** for all obligations and liabilities in terms of this **agreement**. The amount so claimed against and paid under the **construction guarantee** shall be reimbursed to the **contractor** if and when the **construction guarantee** is reinstated, extended or substituted in compliance with the above (as the case may be) and the **principal agent** shall forthwith issue a **payment certificate** certifying the amount so due to the **contractor**.

EXECUTION

OBLIGATION OF THE PARTIES

Clause 12.0

Clause 12.1.5 is amended by replacing it with the following clause:

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

Clause 12.2.3 is deleted in its entirety and replaced with the following

clause: The security selected in terms of 11.0, as amended

Clause 12.2 is amended by the addition of the following clause:

12.2.22 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within thirty (30) **calendar days** of **commencement date**.

Clause 12.0 is amended by the addition of the following:

12.4 Programme

12.4.1 This programme shall include 3 **working days** per working month for inclement weather which shall include but not be limited to, wind and rain delays. Such provisions shall be monitored by the **contractor** and agreed with the **principal agent** as and when such inclement weather takes place and shall be recorded in the **programme** based on actual stoppages when incurred

12.4.2 Notwithstanding the fact that the **programme** has been prepared in conjunction with the **principal agent**, the **contractor** shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the **programme**, and the implementation thereof.

12.4.3 The **programme** shall be compiled based on the critical path method of programming and the critical activities are to be clearly highlighted. It shall be compiled in such a way that logic is not constrained by resource limitations unless specifically agreed otherwise by the **principal agent**.

The **programme** will be processed on the **principal agent's** system and the **contractor** shall provide all the co-operation necessary to achieve this.

12.4.4 Documentation will not be available in complete detail at the commencement stage. However the **contractor**, in conjunction with the **principal agent**, shall plan the works on provisional information, to an agreed level of detail relating to the level of detailed information available and with sufficient scope to include future detail without disrupting the basic logic as initially agreed.

For programming purposes, it shall be assumed that the quantities contained in the **bills of quantities** are provisional and thus shall be utilized as a guide only for the drawing up of the **programme**.

Where assumptions are made in regard to programming aspects, such assumptions shall be agreed by the **contractor** and the **principal agent**, and suitably recorded in the **programme**.

12.4.5 Should circumstances change to the extent where the **contractor** is of the opinion that changes to the **programme** are required, then the **contractor** shall submit a written request to the **principal agent** for such changes, clearly identifying the reasons for requiring such change. The **contractor** and **principal agent** shall thereafter agree such changes, if any, and any costs related thereto as per the principles espoused in 15.5.1 above.

Should the **principal agent** be of the opinion that the **programme** requires revisions, and notwithstanding the fact that a request for such revision has not been received from the **contractor**, the **principal agent** shall be entitled to instruct the **contractor** to revise the **programme** accordingly, unless the **contractor** can submit reasonable justification for not doing so.

Any acceleration and/or special measures sanctioned by the **principal agent** together with associated effects shall be incorporated in a revision to the programme.

12.4.6 The **contractor** and the **principal agent** shall, at regular intervals not exceeding 14 (fourteen) calendar **days**, agree the state of progress of the **works** relative to the latest agreed revision of the **programme**. Such **agreement** shall include the recording of actual commencement and **completion** dates for each activity and shall constitute the official record of the progress at such point in time.

12.4.7 In addition to and based on the **programme** systems and format dictated above, the **contractor** shall devise detailed working **programmes**. These shall be drawn on a regular basis (at least monthly), to the satisfaction of the **principal agent**.

Such working **programmes** shall at all times relate to the constraints of the current **programme**.

12.4.8 **Contract instructions** shall be issued in accordance with clause 17, as amended.

SETTING OUT OF THE WORKS

The following sub-clauses are hereby added to this clause:-

13.3 The **contractor** shall provide general attendance and all reasonable assistance to the employer's appointed land surveyor, or any other land surveyor who may be appointed by the **employer**.

13.4 The **contractor** shall perform tolerance control checks regularly throughout the **construction period** and report on these at regular intervals to the **principal agent** in a format approved by the **principal agent**. Should the **contractor** fail to comply with this requirement to the satisfaction of the **principal agent**, progressively as the structure is constructed, the **employer** shall be entitled to commission a registered land surveyor to do so on the **contractor's** behalf and at the **contractor's** expense

NOMINATED SUBCONTRACTORS

Clause 14.0

Clause 14.1.5 is amended by replacing it with the following:

No clause

Note: See item B9.1 and B9.2 hereinafter for adjustment of attendance on **ominated sub-contractors** executing work allowed for under provisional sums. Notwithstanding anything to the contrary contained in the **agreement**, the contractor shall be aware that profit and attendance shall only be certified once in respect of each provisional sum.

SELECTED SUBCONTRACTORS

Clause 15.0

The **contractor** cannot exclude the sub-contract **tendered works** from his responsibility, after the **selected sub-contractor** has been accepted, subject to the **tendered**

conditions being met. Clause 15.1.5 is deleted and replaced by the following :-

Advance payment on **selected sub-contracts**, will not be effected.

Clause 15.0 is amended by the addition of the following:

Clause 15.9 The **contractor** will provide specific provisions regarding the use of all plant, equipment and services allowed for the various **sub-contractors**, to ensure comprehensive pricing by such **sub-contractors**. The relevant amendments to the **sub-contract tender** documents are to be clearly identified by the **contractor** and included in the **sub-contract tender** documentation and **agreements** to be signed with each of the **sub-contractor** and as such, the **contractor** shall be fully responsible for the management and cost of such **sub-contracts**.

EMPLOYER'S DIRECT CONTRACTORS

Clause 16.0

CONTRACT INSTRUCTIONS

Clause 17.0

Clause 17.1 is amended by the addition of the following:

Clause 17.1.21 Changes to the sequence and timing of the works.

Clause 17.1.22 Acceleration (irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to a revision of the date for **practical completion**, but provided that a **contractinstruction** to accelerate may not, unless at a time when it would not be reasonable for an experienced **contractor** to achieve the required acceleration given the available remaining period).

COMPLETION

INTERIM COMPLETION

Clause 18.0

PRACTICAL COMPLETION

Clause 19.1 shall be amended by the addition of the following clause:

19.1.3 In order to achieve **practical completion** of the **works** and without derogating from the generality of the term **practical completion**, the **contractor** shall, as a minimum comply with the following basic criteria. These criteria should not be regarded as comprehensive but as an expansion of the term **practical completion**.

19.1.3.1 In regard to the **completion** date applicable to the **works**, the following shall apply:

(i) Access to all Areas

At the date of **practical completion** all areas, external access areas and the like must be fully complete with unobstructed access in every respect. This includes the roadways from perimeter of site to the basement, driveway access through basements and including the following:

- a) All emergency fire, traffic and signage.
- b) Road markings.
- c) Permanent lighting and power to all roadways, basement driveways, guardhouses and driveway gates.
- d) All fire escape routes and staircases complete and free of any obstructions.

ii) External Facades

At the date of practical completion, the external facade including balconies must be fully complete in every respect including the following:

- a) All facade surfaces must be painted, polished or cleaned where required and must be free of any builder's debris, marks or scratches
- b) Fully operational and commissioned permanent power and lighting
- c) All doors and gates complete with all ironmongery and lock sets with keys for handover
- d) Screed and tiling to falls tested and corrected as necessary prior to hand over
- e) Roofs completed and waterproofed.
- f) All finishes to be de-snagged and complete to ensure that scaffolding is removed from sidewalks

iii) Security

a) All areas to be handed over must be secure, doors fitted and lockable, windows glazed and all security and access control systems to be operative. All shop fronts and windows must be lockable with ironmongery fitted and keys marked and tagged for handover. After practical completion no person shall be allowed to access the facilities without prior consent by the occupants or management.

iv) Electrical

a) Electrical installation is to be completed and fully commissioned - permanent power and lighting inclusive of all telephone and data installations.

v) Plumbing installation

a) Plumbing installation to be complete, commissioned / permanent water supply and drainagetest. Pipe work to be pressured tested.

vi) External sewer, drainage and storm water connection

a) All sewer, drainage and storm-water systems must have been completed and inspected and signedoff.

vii) Floors, ceilings, kitchen cabinets, appliances, Cupboards, joinery, shop fitting, shower and generalfinishes

a) Completed and finished in accordance with Architect's layouts, interiors specifications and schedules. All appliances and equipment to be installed, connected, commissioned and tested.

viii) General

a) All certificates required to obtain an Occupancy Certificate from the Municipality Building Inspectorate in accordance with the National Building Regulations to be provided.

b) Approved building plans from the Municipality to be provided.

ix) Structural/Civil Works

Clause 19 is amended by the addition of the following:

19.8 Without derogating from the generality of the requirements of **practical completion** the following specific requirements shall apply:-

19.8.1 All items on the **practical completion** list must be completed and attended to in their entirety.

19.8.2 All defects noted on the quality control sheets issued by the **principal agent** during the currency of the **contract** are to have been completed and attended to in their entirety.

19.8.3 The following certificates of compliance shall be required (excluding others that may be required by the local/national authority) from the **contractor** to achieve **practical completion**:

a) A certificate from the contractor that all aspects of the construction regulations of 2014 have been complied with.

b) A certificate from the contractor that the National Building Regulations have been complied with.

c) IOPSA (Institute of Plumbing South Africa) Certificate/s of compliance with respect to plumbing and drainage.

d) Electrical certificates of compliance.

e) Lightning protection certificates of compliance

f) Certificate/s of compliance and fire certificate/s from the **contractor** and fire chief respectively.

g) Certificate/s of compliance in respect of termite proofing

h) Waterproofing guarantee/s

i) Certificate/s of compliance with respect to all glazing.

j) Soil poisoning certificate/s

k) Soil compaction certificate/s

- l) TR1 and TR2 certificates in respect of timber roof construction
- m) Certificate/s of compliance in respect to galvanising of structural steelwork
- n) Glazing certificate/s

Note: The above list is not exhaustive and the contractor will be required to provide all further certificates/guarantees as requested by the **principal agent**

19.8.4 A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and issued to the **principal agent** prior to achievement of **practical completion**.

19.8.5 All relevant test results i.e. concrete test cube, compaction, density etc. are to be produced in hard copy, in a file, clearly referenced with a covering summary sheet. These results to be from an independent geotechnical testing laboratory and not from the concrete suppliers batching plant

19.8.6 Complete Method Statements and motivations for any works that the Contractor proposes conducting that do not directly and completely align with the requirements as set out in the Contract documentation.

19.8.7 A quality control file for all civil and structural engineering works done by the Contractors QC/QA team and signed off by the Engineer at each stage during the project should include :

- Pre and post concrete and reinforcing inspections
- Pressure testing pipe results signed off by a registered plumber and
- Inspection sheets of Engineers
- All tests, namely, Mod, CBR, Indicator, DCP and Density tests

COMPLETION IN SECTIONS - NA

Clause 20.0

DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

Clause 21.0

Clause 21.0 is amended by the addition of the following:

Clause 21.13 The **contractor** shall attend to defects during the **defects liability** period on a progressive basis, to the satisfaction of the **principal agent**, and will not be permitted to wait until the end of the **defects liability** period or until the amount of **defects** accumulates in order to attend to a comprehensive list of **defects**.

LATENT DEFECTS LIABILITY PERIOD

Clause 22.0

Clause 22.0 is amended by the addition of the following:

22.4 The **contractor** shall make good all defects that appear up to the date of **final completion** and shall make good all latent defects that become patent and are notified to the **contractor** prior to the expiry of the latent **defects liability** period.

Clause 22.5 Any water leakage into the building, either in the roof, external wall or other element of building susceptible to water leakage shall unless proved to be a design defect, damaged caused by the **employer or employer's end user**, damage arising from theft or vandalism or inadequate maintenance not in accordance with the submitted and accepted guidelines, be deemed a latent defect.

REVISION OF DATE FOR PRACTICAL COMPLETION

Clause 23.0

Clause 23.1.1 is amended by the addition of the following:

Clause 23.0 is amended by the addition of the following:-

Clause 23.9 No revision to the date for **practical completion** shall be considered unless the **contractor** demonstrates, to the reasonable satisfaction of the **principal agent** and on the basis of the current **programme** or other **programme** acceptable to the **principal agent** for this purpose, that the delay is on the critical path to **practical completion** of the **works**.

Clause 23.10 The removal and replacement of materials and/or workmanship that do not conform to specification or drawings shall not constitute grounds for a revision of the date for **practical completion** nor for any adjustment of the **contract value**.

Clause 23.11 If the **contractor** is instructed to accelerate, the **contractor** shall promptly take necessary steps to ensure that the **works** are completed timeously, including the provision by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of **tender** (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 23.0 is amended by the addition of the following:-

Clause 23.9 No revision to the date for **practical completion** shall be considered unless the **contractor** demonstrates, to the reasonable satisfaction of the **principal agent** and on the basis of the current **programme** or other **programme** acceptable to the **principal agent** for this purpose, that the delay is on the critical path to **practical completion** of the **works**.

Clause 23.10 The removal and replacement of materials and/or workmanship that do not conform to specification or drawings shall not constitute grounds for a revision of the date for **practical completion** nor for any adjustment of the **contract value**.

Clause 23.11 If the **contractor** is instructed to accelerate, the **contractor** shall promptly take necessary steps to ensure that the **works** are completed timeously, including the provision by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of **tender** (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 23.12 Notwithstanding anything to the contrary the **contractor** shall not be entitled to a revision of the date for **practical completion** for delays arising from municipal, Eskom or other interruption in energy supply to the site.

PENALTY FOR LATE AND NON-COMPLETION

Clause 24.0

PAYMENT

Clause 25.0

Clause 25.3.3 is amended by replacing "11.1.2;11.4.1" with "11.0 as amended"

Clause 25.5 replaced with the following:-

"Where stored off the **site**, covered by an advance payment guarantee issued by a registered bank approved by the **principal agent** and submitted with the **contractor's** progress claim. Failure to include the advance **payment guarantee** with the contractor's progress claim will result in the value of the **materials and goods** being omitted from the amount certified for payment.

ADJUSTMENT TO THE CONTRACT VALUE AND FINAL ACCOUNT

Clause 26.0

Clause 26.6 is amended by the addition of the following at the end of the sentence:-

26.6 - The **contractor** shall within forty (40) **working days** of the delay ceasing, submit details of the expense and loss to the **principal agent** failing which the **contractor** shall forfeit such claim.

Clause 26.0 is amended by the addition of the following:-

Clause 26.14 Where prices are submitted by the **contractor** or **n/s subcontractor** during the progress of the works in respect of **contract instructions** or in regard to a claim under the terms of the **agreement** or in respect to provisional sums or budgetary allowances and notwithstanding the fact that such prices may be used in an interim **payment certificate**, there shall be no presumption of acceptance. Should the **principal agent** wish to accept any such prices prior to the issue of the final **payment certificate**, such acceptance shall be in writing.

Clause 26.15 The **contractor** shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by **direct contractors** and others, except where pricing is allowed for in the Bills of Quantities. Claims for loss of profit shall not be entertained.

RECOVERY OF EXPENSE AND LOSS

Clause 27.0

Clause 27.0 is amended by deleting clauses 27.3 - 27.4 and replacing them with the following:

27.3.1 Where the employer decides to recover an amount due in terms of 27.3 from a payment reduction applied in terms of 11.1.1.5, the employer shall notify the contractor and the principal agent thereof. Should such amount not be paid to the employer within seven (7) calendar days of the date of receipt of such a notice by the contractor, the employer may recover such an amount from the security.

27.3.2 Where the employer decides to recover an amount due in terms in terms of 27.3 from a construction guarantee or advance payment guarantee held as security, the employer shall issue a written demand to the contractor in terms of such guarantees.

27.4 Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect against the contractor or this agreement is cancelled in terms of 29.0, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security.

SUSPENSION AND TERMINATION

SUSPENSION BY THE CONTRACTOR

Clause 28.0

TERMINATION

Clause 29.0

Clause 29.1 is amended by the addition of the following clauses:

29.1.4 refuses or neglects to comply strictly with any of the conditions of contract

29.1.5 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.6 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract

Clause 29.3 is amended by adding :

"The **employer** (through instruction to the **principal agent**) may furthermore terminate this **agreement** by giving written notice of termination where:-

(i) the **contractor** becomes bankrupt or insolvent (commercially or otherwise),

(ii) an application is made, or a resolution is adopted, for the winding-up of the **contractor** (whether provisional or final)

(iii) business rescue proceedings have commenced in respect of the contractor in accordance with the Companies Act, 71 of 2008 (as amended) ("the Companies Act"), or

(iv) the **contractor** proposes or effects an offer of compromise with the **contractor's** creditors in accordance with section 155 of the Companies Act or begins negotiations or takes any other step with a view to generally deferring, re-scheduling or otherwise re-adjusting all or a material part of the **contractor's** indebtedness or proposes or makes a general scheme, arrangement or composition with or for the benefit of the **contractor's** creditors or a moratorium is proposed or agreed in respect of or affecting all or a material part of the **contractor's** indebtedness.

Note: In the case of a Joint Venture or Consortium, the **employer** shall have the right to proceed with cancellation in terms of Clause 36 (as amended) where a minimum of one (1) party to the Joint Venture or Consortium is in default.

Clause 29.0 is amended by the addition of the following clause:

29.29 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Clause 29.25.4 is amended by replacing "sixty (60)" with "one hundred

and twenty (120)" Clause 29.0 is amended by the addition of the

following sub-clauses:

Clause 29.30 "Where the **employer** does not receive the requisite local authority approvals (to the **employer's** satisfaction) for the construction of the permanent works at the **site**".

29.31 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

29.32 Notwithstanding any clause to the contrary, on cancellation of this **agreement**

either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

DISPUTE RESOLUTION**DISPUTE RESOLUTION**

Clause 30.0

Clause 30.3 - Replace "ten (10)" with "fifteen (15)"

C TENDER CLOSING

Tender Closing Date	08 February 2024	Time	11:00
Tender Submission Address	Ezemvelo KZN Wildlife Head Office, Queen Elizabeth Park, No.1 Peter Brown Drive, Montrose, Pietermaritzburg, 3202		

D TENDERER'S SELECTIONS**D 1.0 Securities [11.0]**

Guarantee for construction: Select Option A or B

Option A	Guarantee for construction (variable) by contractor [11.1.1]
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Option B	Guarantee for construction (fixed) by contractor [11.1.2]
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Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
---	----------------

Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable
---	----------------

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

Year 1 contractor's annual holiday period	start date	18/12/2023	end date	12/01/2024
Year 2 contractor's annual holiday period	start date	17/12/2024	end date	10/01/2025
Year 3 contractor's annual holiday period	start date	15/12/2025	end date	09/01/2026

D 3.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B A

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

Payment methods

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

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 8.5% (eight and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations

D 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B

Where the **contractor** does not select an option, Option A

shall apply Provision of particulars

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

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment methods

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

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

Failure to provide particulars within the period stated

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

Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 8.5% (eight and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations.

C1.3 FORM OF GUARANTEE

FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACTING TERMS OF JBCC 2000 (6.2 EDITION MAY 2018)

1. With reference to the contract between _____

_____(hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its EZEMVELO KZN WILDLIFE (hereinafter referred to as the "**employer**"), Contract/Tender No: EKZNW 08/2023/24, for the Renovations To Two Staff Houses And External Works In St Lucia (hereinafter referred to as the "contract") in the amount of R _____, (), (hereinafter referred to as the **contract sum**), I / We, _____ in my/our capacity as _____ and hereby representing _____ (her

_____(hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R ,

() being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excursionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 27.0 of the contract.

3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.

4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the guarantor's liability ceases.
7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of practical completion**.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ **ON THIS** _____ **DAY OF**

20 **AS WITNESS**

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____

(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

A. No alterations and/or additions of the wording of this form will be accepted.

B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.

C. This GUARANTEE must be returned to: _____

VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (6.2 EDITION MAY 2016)

1. With reference to the contract between _____

(hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa, in its EZEMVELO KZN WILDLIFE, (hereinafter referred to as the "**employer**"), Contract/Tender No: **EKZNW 08/2023/24**, for **Renovations to Two Staff Houses And External Works In St Lucia** (hereinafter referred to as the "**contract**" in the amount of R _____, () (hereinafter referred as the **contract sum**),
I / We, _____ in my/our capacity as _____ and hereby representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R _____, () being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the contract.

2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:

- (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
- (b) The **guarantor's** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).
- (c) The **guarantor's** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).
- (d) This guarantee shall expire on the date of the last **final payment certificate**.
- (e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 27.0 of the contract.

4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the aforesaid, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **employer**, whereupon the **guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2(d) above.
9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ **ON THIS** _____ **DAY OF**
 _____ **20** **AS WITNESS**

1. _____
 2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____

(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

A. No alterations and/or additions of the wording of this form will be accepted.

B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.

C. This guarantee must be returned to: _____

C1.4 Pre-construction Health and Safety specification



PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

Project: Renovations and Upgrades of 2 x staff Houses in St Lucia for Ezemvelo KZN Wildlife

1. Introduction and Background

- 1.1** Background to the Pre-construction Health and Safety Specification
- 1.2** Purpose of the Pre-construction Health and Safety Specification
- 1.3** Implementation of the Pre-construction Health and Safety Specification

2. Pre-construction Health and Safety Specification

- 2.1** Scope
- 2.2** Interpretation
 - 2.2.1** Application
 - 2.2.2** Definitions

2.3 Minimum Administrative Requirements

- 2.3.1** Notification of Intention to Commence Construction Work
- 2.3.2** Assignment of Contractor's Responsible Person to Supervise Health and Safety on Site
- 2.3.3** Competency for Contractor's Responsible Persons
- 2.3.4** Compensation of Occupational injuries and Diseases Act (COIDA) Act 130 or 1993
- 2.3.5** Occupational Health and Safety Policy
- 2.3.6** Health and Safety Organogram
- 2.3.7** Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment
- 2.3.8** Health and Safety Representative(s)
- 2.3.9** Health and Safety Committee(s)

- 2.3.10 Health and Safety Training
 - 2.3.10.1 Induction
 - 2.3.10.2 Awareness
 - 2.3.10.3 Competency
- 2.3.11 General Record Keeping
- 2.3.12 Health & Safety Audits, Monitoring and Reporting
- 2.3.13 Emergency Procedures
- 2.3.14 First Aid Box and First Aid Equipment
- 2.3.15 Accident / Incident Reporting and Investigation
- 2.3.16 Hazards and Potential Situations
- 2.3.17 Personal Protection Equipment and Clothing
- 2.3.18 Occupational Health and Safety Signage
- 2.3.19 Permits
- 2.3.20 Sub-contractors
- 2.3.21 Incentives and Penalties

2.4 Physical Requirements

- 2.4.1 Demolition Work
- 2.4.2 Excavations, Shoring, Dewatering or Drainage
- 2.4.3 Edge Protection and Penetrations
- 2.4.4 Explosives and Blasting
- 2.4.5 Piling
- 2.4.6 Stacking of Materials
- 2.4.7 Speed Restrictions and Protection
- 2.4.8 Hazardous Chemical Substances (HCS)
- 2.4.9 Asbestos

2.5 Plant and Machinery

- 2.5.1 Construction Plant
- 2.5.2 Vessels under Pressure (Gas bottles including Operations)
- 2.5.3 Fire Extinguishers and Fire Fighting Equipment
- 2.5.4 Hired Plant and Machinery
- 2.5.5 Scaffolding / Working on Heights
- 2.5.6 Falsework for Structures
- 2.5.7 Lifting Machine and Tackle

- 2.5.8 Ladders and Ladder work
- 2.5.9 General Machinery
- 2.5.10 Portable Electrical Tools / Explosive Power Tools
- 2.5.11 High Voltage Electrical Equipment (Not maintained by CDC)
- 2.5.12 Public Health and Safety
- 2.5.13 Night Work
- 2.5.14 Facilities for Safekeeping and Eating Areas (Mess Area) for workers
- 2.5.15 Transport of Workers

2.6 Occupational Health

- 2.6.1 Occupational Hygiene
- 2.6.2 Welfare Facilities
- 2.6.3 Alcohol and Other Drugs

3. Annexure A

Task Completion Form

4. Annexure B

Principal Contractor's Responsible Persons

5. Annexure C

Other Requirements

6. Annexure D

Initial Hazard Identification and Risk Assessment

7. Annexure E

Acknowledgement of Receipt of Document

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

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 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 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.

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 Person 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

Notification to the Provincial Director in writing, prior to commencement of asbestos work.

- Proof of a structured medical surveillance programme, drawn up by an occupational medicine practitioner.
- Proof that an occupational health practitioner carried out an initial health evaluation within 14 days after commencement of work.
- Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the asbestos at the workplace.
- Only proof that medical surveillance has been conducted and not the actual medical records as these are of a confidential nature.
- How records are going to be kept safe for the stipulated period of 40 years.
- Proof that asbestos demolition (if applicable) is going to be done by a registered asbestos contractor and provide proof that a plan of work for such demolition is submitted to an Approved Asbestos Inspection Authority 30 days prior to commencement of the demolition.
- Construction Health and Safety Specifications 250197 Page 25 of 29
- Provide proof that the plan of work was approved by the asbestos AIA and submitted to the provincial director 14 days prior to commencement of demolition work together with the approved standardised procedures for demolition work.

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 safeangle. 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 onsite 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.

Project name:

Date:

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)

Project: Renovations and Upgrades to 2 x staff Houses in St Lucia for Ezemvelo KZN Wildlife

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	OHSA Requirement	Submission Date
2.3.1	Notification of Intent 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

Project: Renovations and Upgrades to 2 x staff Houses in St Lucia for Ezemvelo KZN Wildlife

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	OHSA 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">• The employer• H&S Representative• Designated person• Member of the H&S Committee
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 onsite 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 supervises 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

Project: Renovations and Upgrades to 2 x staff Houses in St Lucia for Ezemvelo KZN Wildlife

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 whichever 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"> • Incidents / accidents and investigations • Non conformances by employees & contractors • Internal & External H&S audit reports 	
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"> • Scaffolding • Excavations • Formwork & support work • Explosive tools 	
General Inspections	Monthly	<ul style="list-style-type: none"> • Fire fighting equipment • Portable electrical equipment • Ladders • Lifting equipment/slings 	
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 Mandatary Agreement	Ongoing	Table a report of all signed up Mandataries.	

C1.5 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 No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the 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)

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 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 relatedactivities are to be handled, stored, transported and disposed of in accordance withthe relevant regulations. All efforts should be made to minimise, reclaim or recyclewaste materials and no construction wastes may remain on site at the end of thecontract 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 thesurrounding environment.
- d. All waste emissions (hazardous, airborne, liquid and solid) from the construction site andrelated activities shall be kept within the limits of standards set in terms of the relevantnational 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 oradvice 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 inthe interests of the long term care of such machinery as well. Any item of machinerythat 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 demarcatedfor that purpose. Should any fuel, oil, transmission or hydraulic fluid be spilled onto thesoils 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 RegionalEcologist must be informed immediately and any additional steps to limit the impactsof 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, smokeand 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 thedesignated area for the purposes of bathing, washing of clothes, vehicles, the disposalof any type of waste, nor any construction related activities.
- j. All truck washing and washing of cement mixing and transporting vehicles and otherequipment shall take place away from the site and watercourses. This polluted water must be collected and directed through oil traps to settlement ponds. Wastewateron 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 C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS
PRICING INSTRUCTIONS - JBCC 2000 PRINCIPAL BUILDING
AGREEMENT (Edition 6.2 of May 2018)

BID NUMBER: EKZNW 08/2023/24

Renovations and Upgrades of 2 x staff Houses in St Lucia for Ezemvelo KZN Wildlife

1. GENERAL

- (a) 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.
- (b) 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 cognisance of in the pricing data.

2. PRICING INSTRUCTIONS AND NOTES

(a) BILLS OF QUANTITIES

The **bills of quantities** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

(b) VALUE ADDED TAX

The **contract sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities** must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. **FIXED PRICE CONTRACT**

Tenderers are to take note that contract price adjustments are not applicable to this contract. Tenderers should therefore make provision in the contract sum, schedule of rates, etc., for possible price increases during the contract period, as no claims in this regard shall be entertained.

(c) WORKING AT HEIGHTS - SCAFFOLDING

Bidders are to note that the work to be undertaken will require all necessary scaffolding, due to the heights of the structures to be constructed/ altered. Bidders are to therefore price accordingly as rates will be deemed to include for same and no further claims in regard to all necessary scaffolding in the completion of the scope of works will be entertained.

(d) VIEW SITE

Before submitting his Bid the contractor 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 contained in the buildings or portions of the buildings to be demolished and/or altered. 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.

(e) SPECIFICATIONS

Bidders are referred to the Model Preambles, OHS specifications, the site information and scope of works documents, and to all general and project-specific specifications as referenced in the complete Bid Documents. Bidders are thus urged to study these documents as rates will be deemed to be inclusive of all requirements as included in same. Further, should any discrepancy be noted between these Bills of Quantities and the Specifications, the Specifications shall take precedence.

Further to the above, Bidders are to note that the latest edition of SANS 10400, current at the time of the tender will form part of the specifications to this contract and as such, pricing shall be deemed to include for complete conformance in all respects to the requirements of SANS 10400.

(f) **SUPPLEMENTARY PREAMBLES**

The notes and instructions above are not exhaustive, and the attention of the Bidder is drawn in particular to the supplementary preambles at the beginning of each trade in the Bills of Quantities for further information, restrictions, requirements, etc.

(g) **PROVISIONAL SUMS**

Where the work required in respect of provisional sums can be based on rates included in the Bills of Quantities, these rates will be used and no profit and attendance will be allowed on same.

PART C2.2: BILL OF QUANTITIES

SECTION 1

PRELIMINARIES

MEANING OF TERMS “TENDER / TENDERER”

Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

PRELIMINARIES

The JBCC Preliminaries **Edition 6.2, May 2018** for use with the JBCC Principal Building Agreement Edition 6.2, May 2018 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable"

PRICING OF PRELIMINARIES

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

The following section A, read in conjunction with "The Contract Data", represent the changes made to the Contract. The contractors attention is therefore drawn to same, as no claims whatsoever will be entertained in respect of changes made to the Contract. Further, should any discrepancy be found between this document (Preliminaries) and The Contract Data, then this document shall take precedence.

Tenderers are to include all costs for the preliminaries and general costs related to the electrical subcontractor within the pricing of these preliminaries. No further claims in this regard will be entertained.

Items not priced in these Preliminaries shall be deemed to be provided free from any charge to the Employer

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

DEFINITIONS

A1.0 DEFINITIONS AND INTERPRETATION

Clause 1.1 Definition of **“Commencement Date”** is added:

“COMMENCEMENT DATE” means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of **“Guarantee for Construction”** is amended by replacing it with the following:

Carried to Collection R

"GUARANTEE FOR CONSTRUCTION" means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as approved by the employer.

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"CONSTRUCTION PERIOD" means the period commencing on the **commencement date** and ending on the date of **practical completion**

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"FRAUDULENT PRACTICE" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"PRINCIPAL AGENT" means the person or entity appointed by the **employer** and named in the **schedule** as such. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**

Clause 1.1 Definition of "**Security**" is amended by replacing it with the following:

"SECURITY" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

Clause 1 is amended by the addition of the following:

Clause 1.2.6 If any provision of this **agreement**, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under the law; the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the parties shall endeavour in good faith to agree an alternative provision to the void, illegal or unenforceable provision.

Clause 1.2.7 No waiver or relaxation of any of the provisions or terms of this **agreement** (or any **agreement** or other document issued or executed pursuant to in terms of this **agreement**) shall operate as an estoppe against a party in respect of any of its rights in terms if this **agreement**

No failure by a party to enforce any provision of this **agreement** shall constitute a waiver of such provisions or affect in any way such party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.

Clause 1.2.8 If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons:-

Clause 1.2.8.1 these persons are deemed to be to be jointly and severally liable to the **employer** for the performance of this **agreement**

Clause 1.2.8.2 these persons shall notify the **employer** of their leader who has authority to bind the **contractor** and each of these persons: and

Clause 1.2.8.3 the **contractor** shall not alter its composition or legal status without the prior written consent of the **employer**

Clause 1.2.9 The **contract documents** shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the JBCC Principal Building Agreement as the special conditions shall prevail over all other **contract documents**.

Fixed:_____ Value related:_____ Time related:_____

Item

A2.0 **LAW, REGULATIONS AND NOTICES**

Clause 2.0

Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification and baseline risk assesment.

Clause 2.4.2 is amended by replacing it with the following

No clause

Clause 2.0 is amended by the addition of the following:-

Clause 2.5 The contractor shall take all reasonable precautions to maintain the health and safety of persons in and about the execution of the **works**. Without limitation the contractor hereby:

Clause 2.5.1 accepts that the **employer** will appoint him as the **Principal Contractor** (as defined and provided for under the Construction Regulations 2014 (as amended) and promulgated under the Occupational Health and Safety Act 85 of 1993 (as amended) for the site

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Clause 2.5.2 acknowledges and confirms that the **contract sum** includes a sufficient amount for proper compliance with the **employer's** health and safety specification, the construction regulations, all applicable health and safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this **agreement** and generally for the proper maintenance of health and safety in and about the execution of the works including all materials, labour, training, equipment and all other requirements necessary to ensure proper and complete health and safety implementation and management on site in accordance with applicable legislation; and

Clause 2.5.3 undertakes, in and about the execution of the **works**, to comply with the Construction Regulations and with all applicable health and safety laws and regulations and rules and guidelines and procedures otherwise provided for under the **agreement** and shall ensure that all **sub-contractors**, employees and others under the **contractor's** direction and control, likewise observe and comply with the foregoing.

Clause 2.6 The **employer** reserves the right to pay direct (i.e) not through the **contractor** for all or any permanent connections to local or other authority services, for which provisional amounts have been included within the **contract documents**. In the event of the **employer** paying direct for these charges, the **contractor** will not be entitled to a ten per cent (10%) mark-up in terms of clause 32.4. All such provisional amounts included in the **contract sum** will, as a result, be omitted

Fixed:_____ Value related:_____ Time related:_____

Item

A3.0 OFFER AND ACCEPTANCE

Clause 3.0

Clause 3.2 is amended by replacing it with the following

Clause 3.2 The currency applicable to this agreement is South African Rands.

Fixed:_____ Value related:_____ Time related:_____

Item

A4.0 CESSION AND ASSIGNMENT

Clause 4.0

Fixed:_____ Value related:_____ Time related:_____

Item

A5.0 DOCUMENTS

Clause 5.0

Clause 5.0 is amended by the addition of the following:

Carried to Collection R

Clause 5.7 The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access at all times

Fixed:_____ Value related:_____ Time related:_____

Item

A6.0 EMPLOYER'S AGENTS

Clause 6.0

Clause 6.1. is amended to include clauses 26.8, 26.12 and 26.13 in terms of which the **employer** has retained its authority and has not given a mandate to the **Principal Agent** and in terms of which the **employer** shall sign all documents.

Fixed:_____ Value related:_____ Time related:_____

Item

A7.0 DESIGN RESPONSIBILITY

Clause 7.0 : DESIGN RESPONSIBILITY

Clause 7.1 is amended by the addition of the following:

Notwithstanding the provisions of clause 7.2, where the **contractor** undertakes the design responsibility of any aspect of the **works**, he shall indemnify and hold free the **employer** and his **agents** from responsibility for any claim or proceeding whatsoever due to any fault including fault in the design detailing and calculations. In respect of the design responsibility undertaken by any **nominated or selected sub-contractor**, such **sub-contractor** shall similarly, indemnify and hold free the **employer**, his **agents** and the **contractor** from responsibility for any claim or proceeding whatsoever due to any fault including fault in the design, detailing and calculations except where such **sub-contractor** is from the **mandatory partner** in which case the liability shall vest in the **contractor**.

Clause 7.0 is amended by the addition of the following:-

Clause 7.4 Without limiting or derogating from the employers rights under sub-clause 7.2, the contractor shall;

Clause 7.4.1 ensure that every **n/s or selected sub-contractor**, simultaneously with the signing of the relevant **n/s agreement**, signs (in terms of a written signing authority acceptable to the **principal agent**) and delivers to the **employer** a design, materials and workmanship warranty and undertaking (design warranty) in favour of the **employer**.

Clause 7.4.2 provide the **employer** evidence of suitable and sufficient professional indemnity insurance for all **sub-contractors** whose **subcontract** involves design work other than for temporary works.

Carried to Collection R

Clause 7.5 pending delivery of the design warranty and the required evidence of the professional indemnity insurance **contractor** shall, notwithstanding anything to the contrary in the **agreement** and without limiting or derogating from the **employer's** rights under sub-clause 7.2, be responsible for issues that may arise, and pertaining to the relevant **sub-contract works**.

Fixed:_____ Value related:_____ Time related:_____

Item

INSURANCE AND SECURITIES

A8.0 WORKS RISK

Clause 8.0

Clause 8.5.1 is amended to read as follows:

The use or occupation, after **practical completion**, of any part of the **works** by the **employer**, the **employer's** servants or **agents**; and those for whose acts or omissions they are responsible.

Fixed:_____ Value related:_____ Time related:_____

Item

A9.0 INDEMNITIES

Clause 9.0

Fixed:_____ Value related:_____ Time related:_____

Item

A10.0 INSURANCES

Clause 10.0 is amended by the addition of the following:-

10.11.1 Damage to the Works

(a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary

(b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**

(c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6

(d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

Carried to Collection R

10.12 Injury to Persons or loss of or damage to Properties

(a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable

(b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable

(c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**

(d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**

(e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed

(f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.13 High risk insurance

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

Carried to Collection R

10.13.1 Damage to the works

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

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

10.13.2 Injury to persons or loss of or damage to property

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

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

10.13.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one

(21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.13.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed:_____ Value related:_____ Time related:_____

Item

A11.0 SECURITY

Clause 11.0 is amended by deleting clauses 11.1 - 11.8 and replacing them with the following:

Carried to Collection R

11.1.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date

11.1.1.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor

11.1.1.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor

11.1.1.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor

11.1.1.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer complies with the provisions of 27.3.1 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor

11.1.1.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party

11.1.1.7 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:

11.1.1.7.a The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date

11.1.1.7.b The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender

11.1.1.7.c The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring

11.1.1.7.d Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the fixed or variable construction guarantee

11.1.1.8 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:

11.1.1.8.a The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)

11.1.1.8.b The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion

11.1.1.8.c The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring

Carried to Collection R

11.1.1.9 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement

Clause 11.11 In the event that the value of the works (excluding adjustments in terms of the contract price adjustment provisions) increases during the course of the contract by an amount of ten per cent (10%) or more of the contract sum, then upon written request from the principal agent, the contractor shall, within ten (10) working days of such request arrange to have the construction guarantee guaranteed sum increased accordingly. The approved cost of increasing the construction guarantee shall be added to the contract sum. If the contractor is so required to increase the guaranteed sum, no further amounts shall be certified or paid to the contractor until the guarantee has been increased.

Should the **contractor** be a joint venture, then each entity shall be jointly and severally liable to the **employer** for all obligations and liabilities in terms of this **agreement**. The amount so claimed against and paid under the **construction guarantee** shall be reimbursed to the **contractor** if and when the **construction guarantee** is reinstated, extended or substituted in compliance with the above (as the case may be) and the **principal agent** shall forthwith issue a **payment certificate** certifying the amount so due to the **contractor**.

Fixed: _____ Value related: _____ Time related: _____
Item

EXECUTION

A12.0 OBLIGATION OF THE PARTIES

Clause 12.0

Clause 12.1.5 is amended by replacing it with the following clause:

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

Clause 12.2.3 is deleted in its entirety and replaced with the following clause:

The security selected in terms of 11.0, as amended

Clause 12.2 is amended by the addition of the following clause:

12.2.22 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within thirty (30) **calendar days** of **commencement date**

Carried to Collection R

Clause 12.0 is amended by the addition of the following:

12.4 Programme

12.4.1 This programme shall include 1½ **working days** per working month for inclement weather which shall include but not be limited to, wind and rain delays. Such provisions shall be monitored by the **contractor** and agreed with the **principal agent** as and when such inclement weather takes place and shall be recorded in the **programme** based on actual stoppages when incurred

12.4.2 Notwithstanding the fact that the **programme** has been prepared in conjunction with the **principal agent**, the **contractor** shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the **programme**, and the implementation thereof.

12.4.3 The **programme** shall be compiled based on the critical path method of programming and the critical activities are to be clearly highlighted. It shall be compiled in such a way that logic is not constrained by resource limitations unless specifically agreed otherwise by the **principal agent**.

The **programme** will be processed on the **principal agent's** system and the **contractor** shall provide all the co-operation necessary to achieve this.

12.4.4 Documentation will not be available in complete detail at the commencement stage. However the **contractor**, in conjunction with the **principal agent**, shall plan the works on provisional information, to an agreed level of detail relating to the level of detailed information available and with sufficient scope to include future detail without disrupting the basic logic as initially agreed.

For programming purposes, it shall be assumed that the quantities contained in the **bills of quantities** are provisional and thus shall be utilized as a guide only for the drawing up of the **programme**.

Where assumptions are made in regard to programming aspects, such assumptions shall be agreed by the **contractor** and the **principal agent**, and suitably recorded in the **programme**.

12.4.5 Should circumstances change to the extent where the **contractor** is of the opinion that changes to the **programme** are required, then the **contractor** shall submit a written request to the **principal agent** for such changes, clearly identifying the reasons for requiring such change. The **contractor** and **principal agent** shall thereafter agree such changes, if any, and any costs related thereto as per the principles espoused in 15.5.1 above.

Should the **principal agent** be of the opinion that the **programme** requires revisions, and notwithstanding the fact that a request for such revision has not been received from the **contractor**, the **principal agent** shall be entitled to instruct the **contractor** to revise the **programme** accordingly, unless the **contractor** can submit reasonable justification for not doing so.

Any acceleration and/or special measures sanctioned by the **principal agent** together with associated effects shall be incorporated in a revision to the programme.

Carried to Collection R

12.4.6 The **contractor** and the **principal agent** shall, at regular intervals not exceeding 14 (fourteen) **calendar days**, agree the state of progress of the **works** relative to the latest agreed revision of the **programme**. Such **agreement** shall include the recording of actual commencement and **completion** dates for each activity and shall constitute the official record of the progress at such point in time.

12.4.7 In addition to and based on the **programme** systems and format dictated above, the **contractor** shall devise detailed working **programmes**. These shall be drawn on a regular basis (at least monthly), to the satisfaction of the **principal agent**.

Such working **programmes** shall at all times relate to the constraints of the current **programme**.

12.4.8 **Contract instructions** shall be issued in accordance with clause 17, as amended.

Fixed: _____ Value related: _____ Time related: _____
Item

A13.0 **SETTING OUT OF THE WORKS**

The following sub-clauses are hereby added to this clause:-

13.3 The **contractor** shall provide general attendance and all reasonable assistance to the employer's appointed land surveyor, or any other land surveyor who may be appointed by the **employer**.

13.4 The **contractor** shall perform tolerance control checks regularly throughout the **construction period** and report on these at regular intervals to the **principal agent** in a format approved by the **principal agent**. Should the **contractor** fail to comply with this requirement to the satisfaction of the **principal agent**, progressively as the structure is constructed, the **employer** shall be entitled to commission a registered land surveyor to do so on the **contractor's** behalf and at the **contractor's** expense

Fixed: _____ Value related: _____ Time related: _____
Item

A14.0 **NOMINATED SUBCONTRACTORS**

Clause 14.0

Clause 14.1.5 is amended by replacing it with the following:

No clause

Note: See item B9.1 and B9.2 hereinafter for adjustment of attendance on **nominated subcontractors** executing work allowed for under provisional sums. Notwithstanding anything to the contrary contained in the **agreement**, the contractor shall be aware that profit and attendance shall only be certified once in respect of each provisional sum.

Fixed: _____ Value related: _____ Time related: _____
Item

Carried to Collection R

A15.0 **SELECTED SUBCONTRACTORS**

Clause 15.0

The **contractor** cannot exclude the sub-contract **tendered works** from his responsibility, after the **selected sub-contractor** has been accepted, subject to the **tendered** conditions being met.

Clause 15.1.5 is deleted and replaced by the following :-

Advance payment on **selected sub-contracts**, will not be effected.

Clause 15.0 is amended by the addition of the following:

Clause 15.9 The **contractor** will provide specific provisions regarding the use of all plant, equipment and services allowed for the various **sub-contractors**, to ensure comprehensive pricing by such **sub-contractors**. The relevant amendments to the **sub-contract tender** documents are to be clearly identified by the **contractor** and included in the **sub-contract tender** documentation and **agreements** to be signed with each of the **sub-contractor** and as such, the **contractor** shall be fully responsible for the management and cost of such **sub-contracts**.

A16.0 **EMPLOYER'S DIRECT CONTRACTORS**

Clause 16.0

Fixed: _____ Value related: _____ Time related: _____
Item

A17.0 **CONTRACT INSTRUCTIONS**

Clause 17.0

Clause 17.1 is amended by the addition of the following:

Clause 17.1.21 Changes to the sequence and timing of the works.

Clause 17.1.22 Acceleration (irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to a revision of the date for **practical completion**, but provided that a **contract instruction** to accelerate may not, unless at a time when it would not be reasonable for an experienced **contractor** to achieve the required acceleration given the available remaining period).

Fixed: _____ Value related: _____ Time related: _____
Item

Carried to Collection R

COMPLETION**A18.0 INTERIM COMPLETION**

Clause 18.0

Fixed: _____ Value related: _____ Time related: _____

Item

A19.0 PRACTICAL COMPLETION

Clause 19.1 shall be amended by the addition of the following clause:

19.1.3 In order to achieve **practical completion** of the **works** and without derogating from the generality of the term **practical completion**, the **contractor** shall, as a minimum comply with the following basic criteria. These criteria should not be regarded as comprehensive but as an expansion of the term **practical completion**.

19.1.3.1 In regard to the **completion** date applicable to the **works**, the following shall apply:

(i) Access to all Areas

At the date of **practical completion** all areas, external access areas and the like must be fully complete with unobstructed access in every respect. This includes the roadways from perimeter of site to the basement, driveway access through basements and including the following:

- a) All emergency fire, traffic and signage.
- b) Road markings.
- c) Permanent lighting and power to all roadways, basement driveways, guardhouses and driveway gates.
- d) All fire escape routes and staircases complete and free of any obstructions.

ii) External Facades

At the date of practical completion, the external facade including balconies must be fully complete in every respect including the following:

- a) All facade surfaces must be painted, polished or cleaned where required and must be free of any builder's debris, marks or scratches
- b) Fully operational and commissioned permanent power and lighting
- c) All doors and gates complete with all ironmongery and lock sets with keys for handover
- d) Screed and tiling to falls tested and corrected as necessary prior to hand over
- e) Roofs completed and waterproofed.
- f) All finishes to be de-snagged and complete to ensure that scaffolding is removed from sidewalks

Carried to Collection R

iii) Security

a) All areas to be handed over must be secure, doors fitted and lockable, windows glazed and all security and access control systems to be operative. All shop fronts and windows must be lockable with ironmongery fitted and keys marked and tagged for handover. After practical completion no person shall be allowed to access the facilities without prior consent by the occupants or management.

iv) Electrical

a) Electrical installation is to be completed and fully commissioned - permanent power and lighting inclusive of all telephone and data installations.

v) Plumbing installation

a) Plumbing installation it to be complete, commissioned / permanent water supply and drainage tested. Pipe work to be pressured tested.

vi) External sewer, drainage and storm water connection

a) All sewer, drainage and storm-water systems must have been completed and inspected and signed off.

vii) Floors, ceilings, kitchen cabinets, appliances, Cupboards, joinery, shop fitting, shower and general finishes

a) Completed and finished in accordance with Architect's layouts, interiors specifications and schedules. All appliances and equipment to be installed, connected, commissioned and tested.

Carried to Collection R

viii) General

a) All certificates required to obtain an Occupancy Certificate from the Municipality Building Inspectorate in accordance with the National Building Regulations to be provided.

b) Approved building plans from the Municipality to be provided.

ix) Structural/Civil Works

Clause 19 is amended by the addition of the following:

19.8 Without derogating from the generality of the requirements of **practical completion** the following specific requirements shall apply:-

19.8.1 All items on the **practical completion** list must be completed and attended to in their entirety.

19.8.2 All defects noted on the quality control sheets issued by the **principal agent** during the currency of the **contract** are to have been completed and attended to in their entirety.

19.8.3 The following certificates of compliance shall be required (excluding others that may be required by the local/national authority) from the **contractor** to achieve **practical completion**:

- a) A certificate from the contractor that all aspects of the construction regulations of 2014 have been complied with.
- b) A certificate from the contractor that the National Building Regulations have been complied with.
- c) IOPSA (Institute of Plumbing South Africa) Certificate/s of compliance with respect to plumbing and drainage.
- d) Electrical certificates of compliance.
- e) Lightning protection certificates of compliance
- f) Certificate/s of compliance and fire certificate/s from the **contractor** and fire chief respectively.
- g) Certificate/s of compliance in respect of termite proofing
- h) Waterproofing guarantee/s
- i) Certificate/s of compliance with respect to all glazing.
- j) Soil poisoning certificate/s
- k) Soil compaction certificate/s
- l) TR1 and TR2 certificates in respect of timber roof construction
- m) Certificate/s of compliance in respect to galvanising of structural steelwork
- n) Glazing certificate/s

Note: The above list is not exhaustive and the contractor will be required to provide all further certificates/guarantees as requested by the **principal agent**

19.8.4 A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and issued to the **principal agent** prior to achievement of **practical completion**.

Carried to Collection R

19.8.5 All relevant test results i.e. concrete test cube, compaction, density etc. are to be produced in hard copy, in a file, clearly referenced with a covering summary sheet. These results to be from an independent geotechnical testing laboratory and not from the concrete suppliers batching plant

19.8.6 Complete Method Statements and motivations for any works that the Contractor proposes conducting that do not directly and completely align with the requirements as set out in the Contract documentation.

19.8.7 A quality control file for all civil and structural engineering works done by the Contractors QC/QA team and signed off by the Engineer at each stage during the project should include :

- Pre and post concrete and reinforcing inspections
- Pressure testing pipe results signed off by a registered plumber and
- Inspection sheets of Engineers
- All tests, namely, Mod, CBR, Indicator, DCP and Density tests

Fixed:_____ Value related:_____ Time related:_____

Item

A20.0 COMPLETION IN SECTIONS - NA

Clause 20.0

Fixed:_____ Value related:_____ Time related:_____

Item

A21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

Clause 21.0

Clause 21.0 is amended by the addition of the following:

Clause 21.13 The **contractor** shall attend to defects during the **defects liability** period on a progressive basis, to the satisfaction of the **principal agent**, and will not be permitted to wait until the end of the **defects liability** period or until the amount of **defects** accumulates in order to attend to a comprehensive list of **defects**.

Fixed:_____ Value related:_____ Time related:_____

Item

Carried to Collection R

A22.0 **LATENT DEFECTS LIABILITY PERIOD**

Clause 22.0

Clause 22.0 is amended by the addition of the following:

22.4 The **contractor** shall make good all defects that appear up to the date of **final completion** and shall make good all latent defects that become patent and are notified to the **contractor** prior to the expiry of the latent **defects liability** period.

Clause 22.5 Any water leakage into the building, either in the roof, external wall or other element of building susceptible to water leakage shall unless proved to be a design defect, damaged caused by the **employer** or **employer's end user**, damage arising from theft of vandalism or inadequate maintenance not in accordance with the submitted and accepted guidelines, be deemed a latent defect.

Fixed: _____ Value related: _____ Time related: _____
Item

A23.0 **REVISION OF DATE FOR PRACTICAL COMPLETION**

Clause 23.0

Clause 23.1.1 is amended by the addition of the following:

Clause 23.0 is amended by the addition of the following:-

Clause 23.9 No revision to the date for **practical completion** shall be considered unless the **contractor** demonstrates, to the reasonable satisfaction of the **principal agent** and on the basis of the current **programme** or other **programme** acceptable to the **principal agent** for this purpose, that the delay is on the critical path to **practical completion** of the **works**.

Clause 23.10 The removal and replacement of materials and/or workmanship that do not conform to specification or drawings shall not constitute grounds for a revision of the date for **practical completion** nor for any adjustment of the **contract value**.

Clause 23.11 If the **contractor** is instructed to accelerate, the **contractor** shall promptly take necessary steps to ensure that the **works** are completed timeously, including the provision by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of **tender** (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

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Clause 23.0 is amended by the addition of the following:-

Clause 23.9 No revision to the date for **practical completion** shall be considered unless the **contractor** demonstrates, to the reasonable satisfaction of the **principal agent** and on the basis of the current **programme** or other **programme** acceptable to the **principal agent** for this purpose, that the delay is on the critical path to **practical completion** of the **works**.

Clause 23.10 The removal and replacement of materials and/or workmanship that do not conform to specification or drawings shall not constitute grounds for a revision of the date for **practical completion** nor for any adjustment of the **contract value**.

Clause 23.11 If the **contractor** is instructed to accelerate, the **contractor** shall promptly take necessary steps to ensure that the **works** are completed timeously, including the provision by him of additional resources, plant, manpower, etc. and the working overtime or additional overtime beyond that contemplated at the time of **tender** (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 23.12 Notwithstanding anything to the contrary the **contractor** shall not be entitled to a revision of the date for **practical completion** for delays arising from municipal, Eskom or other interruption in energy supply to the **site**.

Fixed:_____ Value related:_____ Time related:_____

Item

A24.0 **PENALTY FOR LATE AND NON-COMPLETION**

Clause 24.0

Fixed:_____ Value related:_____ Time related:_____

Item

A25.0 **PAYMENT**

Clause 25.0

Clause 25.3.3 is amended by replacing "11.1.2;11.4.1" with "11.0 as amended"

Clause 25.5 replaced with the following:-

"Where stored off the **site**, covered by an advance payment guarantee issued by a registered bank approved by the **principal agent** and submitted with the **contractor's** progress claim. Failure to include the advance **payment guarantee** with the contractor's progress claim will result in the value of the **materials and goods** being omitted from the amount certified for payment.

Fixed:_____ Value related:_____ Time related:_____

Item

Carried to Collection R

A26.0 **ADJUSTMENT TO THE CONTRACT VALUE AND FINAL ACCOUNT**

Clause 26.0

Clause 26.6 is amended by the addition of the following at the end of the sentence:-

26.6 - The **contractor** shall within forty (40) **working days** of the delay ceasing, submit details of the expense and loss to the **principal agent** failing which the **contractor** shall forfeit such claim.

Clause 26.0 is amended by the addition of the following:-

Clause 26.14 Where prices are submitted by the **contractor** or **n/s subcontractor** during the progress of the works in respect of **contract instructions** or in regard to a claim under the terms of the **agreement** or in respect to provisional sums or budgetary allowances and notwithstanding the fact that such prices may be used in an interim **payment certificate**, there shall be no presumption of acceptance. Should the **principal agent** wish to accept any such prices prior to the issue of the final **payment certificate**, such acceptance shall be in writing.

Clause 26.15 The **contractor** shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by **direct contractors** and others, except where pricing is allowed for in the Bills of Quantities. Claims for loss of profit shall not be entertained.

Fixed:_____ Value related:_____ Time related:_____

Item

A27.0 **RECOVERY OF EXPENSE AND LOSS**

Clause 27.0

Clause 27.0 is amended by deleting clauses 27.3 - 27.4 and replacing them with the following:

27.3.1 Where the employer decides to recover an amount due in terms of 27.3 from a payment reduction applied in terms of 11.1.1.5, the employer shall notify the contractor and the principal agent thereof. Should such amount not be paid to the employer within seven

(7) calender days of the date of receipt of such a notice by the contractor, the employer may recover such an amount from the security.

27.3.2 Where the employer decides to recover an amount due in terms of 27.3 from a construction guarantee or advance payment guarantee held as security, the employer shall issue a written demand to the contractor in terms of such guarantees.

Carried to Collection R

27.4 Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect against the contractor or this agreement is cancelled in terms of 29.0, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security.

Fixed: _____ Value related: _____ Time related: _____
Item

SUSPENSION AND TERMINATION

A28.0 SUSPENSION BY THE CONTRACTOR

Clause 28.0

Fixed: _____ Value related: _____ Time related: _____
Item

A29.0 TERMINATION

Clause 29.0

Clause 29.1 is amended by the addition of the following clauses:

29.1.4 refuses or neglects to comply strictly with any of the conditions of contract

29.1.5 estate being sequestered, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.6 in the judgement of the **employer**, has engaged in **corrupt or fraudulent practices** in competing for or in executing the contract

Clause 29.3 is amended by adding :

"The **employer** (through instruction to the **principal agent**) may furthermore terminate this **agreement** by giving written notice of termination where:-

- (i) the **contractor** becomes bankrupt or insolvent (commercially or otherwise),
- (ii) an application is made, or a resolution is adopted, for the winding-up of the **contractor** (whether provisional or final)
- (iii) business rescue proceedings have commenced in respect of the contractor in accordance with the Companies Act, 71 of 2008 (as amended) ("the Companies Act"), or

Carried to Collection R

(iv) the **contractor** proposes or effects an offer of compromise with the **contractor's** creditors in accordance with section 155 of the Companies Act or begins negotiations or takes any other step with a view to generally deferring, re-scheduling or otherwise re-adjusting all or a material part of the **contractor's** indebtedness or proposes or makes a general scheme, arrangement or composition with or for the benefit of the **contractor's** creditors or a moratorium is proposed or agreed in respect of or affecting all or a material part of the **contractor's** indebtedness.

Note: In the case of a Joint Venture or Consortium, the **employer** shall have the right to proceed with cancellation in terms of Clause 36 (as amended) where a minimum of one (1) party to the Joint Venture or Consortium is in default.

Clause 29.0 is amended by the addition of the following clause:

29.29 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Clause 29.25.4 is amended by replacing "sixty (60)" with "one hundred and twenty (120)"

Clause 29.0 is amended by the addition of the following sub-clauses:

Clause 29.30 "Where the **employer** does not receive the requisite local authority approvals (to the **employer's** satisfaction) for the construction of the permanent works at the **site**".

29.31 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

29.32 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed:_____	Value related:_____	Time related:_____	Item
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Carried to Collection R

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DISPUTE RESOLUTION

A30.0 **DISPUTE RESOLUTION**

Clause 30.0

Clause 30.3 - Replace "ten (10)" with "fifteen (15)"

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

SECTION B: JBCC PRELIMINARIES

B1.0 DEFINITIONS AND INTERPRETATION

B1.1 *Definitions and interpretation*

See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section

Fixed: _____ Value related: _____ Time _____

Item

B2.0 DOCUMENTS

B2.1 *Checking of documents*

The **tenderer** shall check the numbers of the pages of the **tender** documents and should any be missing or duplicated, or the reproduction is indistinct, or if any doubt exists as to the intent or meaning of any description, or where the **contract documents** contain any obvious errors, the **tenderer** shall notify the **principal agent** forthwith thereof and the **principal agent** shall promptly give a written directive.

Fixed: _____ Value related: _____ Time related: _____

Item

B2.2 *Provisional bills of quantities*

Fixed: _____ Value related: _____ Time related: _____

Item

B2.3 *Availability of construction documentation*

Where the construction documentation for the **works** is not complete and will only be completed during the **construction period** the **contractor** and **principal agent** shall work together to identify the requirements for the provision of construction documentation. The **contractor** and **principal agent** shall agree the dates that are reasonable by when the **contractor** is to be provided with each outstanding item of the anticipated construction documentation.

The **contractor** and **n/s subcontractor** shall agree dates by when the **n/s subcontractor** is to be provided with each outstanding item of the anticipated construction documentation.

The **budgetary allowances** for selected sub-contract amounts allocated for subsequent trades included in this document will be separately procured, based on multiple procurement of selected **sub-contractors** during the **construction period**.

Fixed: _____ Value related: _____ Time related: _____

Item

B2.4 *Ordering of materials and goods*

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

B3.0	PREVIOUS WORK AND ADJOINING PROPERTIES		
B3.1	<i>Previous work – dimensional accuracy</i>		
	In consecutive contracts the contractor shall, within a reasonable period after taking possession of the site , but not exceeding ten (10) per cent of the construction period or twenty (20) working days whichever is the lesser, check the existing levels, lines, profiles and the like affecting the works and satisfy himself as to the dimensional accuracy of work previously executed. The contractor shall forthwith notify the principal agent and request a contract instruction regarding any dimensional inaccuracy found in work previously executed.		
	Fixed:	Value related:	Time related:
	Item		
B3.2	<i>Previous work – defects - N/A</i>		
	Fixed:	Value related:	Time related:
B3.3	<i>Inspection of Adjoining Properties</i>		
	Fixed:	Value related:	Time related:
	Item		
B4.0	THE SITE		
B4.2	<i>Enclosure of the works</i>		
	Fixed:	Value related:	Time related:
B4.3	<i>Geotechnical investigation and other investigations</i>		
	Fixed:	Value related:	Time related:
	Item		
B4.4	<i>Encroachments</i>		
	Fixed:	Value related:	Time related:
	Item		
B4.5	<i>Existing premises occupied</i>		
	Fixed:	Value related:	Time related:
	Item		
B4.6	<i>Services – known</i>		
	Fixed:	Value related:	Time related:
	Item		
	Carried to Collection R		

B5.0 **MANAGEMENT OF CONTRACT**B5.1 **Management of the works**

Fixed: _____ Value related: _____ Time related: _____

Item

B5.2 **Progress meetings**

Fixed: _____ Value related: _____ Time related: _____

Item

B5.3 **Technical meetings**

Fixed: _____ Value related: _____ Time related: _____

Item

B6.0 **SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS**B6.1 **Samples of materials**

Fixed: _____ Value related: _____ Time related: _____

Item

B6.2 **Workmanship samples**

Fixed: _____ Value related: _____ Time related: _____

Item

B6.3 **Shop drawings**

Clause 6.3 is amended by the addition of the following:

Clause 6.3.3 - General responsibilities - The **contractor** shall provide a person or persons

a) To familiarise himself with all drawings produced for construction purposes. This will

b) To provide comprehensive lists of shop drawings to be prepared by relevant **sub-**

c) To check all shop drawings for sufficiency prior to submission. It is expected that such checking will include all co-ordination and pro-active resolution of any conflicting services and elements. It is also noted that resolution of co-ordination problems will require attendance at services and element co-ordination meetings called by the **principal agent** and when necessary.

Clause 6.3.4 - Procedures - The **contractor** shall, at his own expense, prepare and submit

The **contractor** shall present a complete schedule showing the sequence of submission of shop drawings, including submission dates, for all trades and the scheduled dates for approval of all drawings. This schedule shall take into account a two weeks check period from the date of the receipt of all shop drawings and/or catalogue data.

All submissions shall be on dates as indicated in the above **schedule** and sufficiently in advance to permit the **contractor** to meet fabrication deadlines; no claim for extensions to the construction period will be granted to the contractor by reason of his failure in this respect.

Carried to collection

The **contractor** shall submit four copies of catalogues and data for approval. The **contractor** shall check all submissions for conformity with the contract drawings and specifications and correct any errors, omissions or deviations before submission.

All submissions shall bear the **contractor's** dated stamp of approval as evidence that they have been so checked and corrected by the contractor. Any drawings, schedule or catalogue submitted without this stamp will not be considered and will be returned unapproved.

When the **principal agent** advises the **contractor** that shop drawings have been approved, he shall immediately submit to the **principal agent** the original transparencies of such drawings so that the **principal agent's** stamp of approval may be appended thereto. Thereafter the **contractor** shall furnish to the **principal agent** four prints of the approved shop drawings, setting out drawings and schedules. The **contractor** shall also furnish as many prints of the approved shop drawings and schedules as may be required for use on the site. No work shall be performed from any shop drawings and/or catalogues not stamped with the **principal agent's** approval.

The **contractor** shall be responsible for ensuring that all dimensions conform to the dimensions of built work.

If the submissions differ from the requirements of the contract, the contractor shall make specific mention of each difference in his letter of transmission with a request for substitution, together with his reasons for same, in order that, if acceptable, suitable action may be taken by the principal agent. Otherwise the executing of the work shall be in strict accordance with the requirements of the contract.

Corrections of shop drawings by the **principal agent** shall not change the scope of work. Should any such correction be considered to constitute a change of scope of work, the contractor shall notify the principal agent in writing within not more than seven (7) calendar days of such change and shall not proceed with the fabrication until so authorised by the principal agent. Claims for change of scope made after performance of the work constituting the claimed change of scope will not be considered.

Unless otherwise agreed with the **principal agent**, shop drawings shall be prepared to show all details of installation, including reticulation, fixing, etc. of all components and assemblies, or if the contractor desires to deviate from the design these drawings shall be all to accordance with the above procedures and at the contractors expense.

Fixed: _____ Value related: _____ Time related: _____ Item

B6.4 **Compliance with manufacturers' instructions**

Fixed: _____ Value related: _____ Time related: _____ Item

B7.0 **DEPOSITS AND FEES**

B7.1 **Deposits and fees**

The **contractor** shall pay all deposits, fees and charges according to law, regulation or by **law** of any local or other authorities that relate to hoardings, the use of pavements, street encroachment or crossing, permission for the suspension of parking facilities and the like.

Carried to collection

Fixed: _____ Value related: _____ Time related: _____

Item

B8.0 **TEMPORARY SERVICES**

B8.1 **Water**

Clause 8.1 is amplified by the addition of the following:

Water for construction purposes must be obtained from alternative water source/s (i.e. any supply other than water that is produced and distributed by a regulated water service authority from a licensed water treatment works for human consumption) - e.g. dams, rivers, boreholes, springs, rainwater harvesting, recycled sewage water, etc. The alternative water resource shall not be of an inferior quality standard than that required for construction purposes. The Contractor shall provide relevant certificates from an approved authority demonstrating the suitability of the water for construction purposes at his own expense, prior to usage for the works. Should this not be done, any consequential instructions to rectify or in any way occasioned as a result of the usage of non-approved water, shall be solely for the contractors account.

Fixed: _____ Value related: _____ Time related: _____

Item

B8.2 **Electricity**

Tenderers are referred to schedule of variables hereinafter.

Fixed: _____ Value related: _____ Time related: _____

Item

B8.3 **Ablution and welfare facilities**

Clause 8.3 is amended by deleting it in its entirety and replacing with the following:

Ablution facilities shall be provided by the contractor as stated in the **schedule** and shall be provided for the use of all persons on the **site**. The **contractor** shall maintain such facilities in a thoroughly clean and tidy condition and make good damage thereto at his own expense.

Fixed: _____ Value related: _____ Time related: _____

Item

B8.3 **Ablution and welfare facilities**

Clause 8.3 is amended by deleting it in its entirety and replacing with the following:

Ablution facilities shall be provided by the contractor as stated in the **schedule** and shall be provided for the use of all persons on the **site**. The **contractor** shall maintain such facilities in a thoroughly clean and tidy condition and make good damage thereto at his own expense.

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

B8.4 **Communication facilities**

Clause 8.4 is amended by deleting it in its entirety and replacing with the following:

The **contractor** shall provide communication facilities as required for his staff as well as for the agents of the employer when on site and shall be liable for all costs related thereto.

Fixed: _____ Value related: _____ Time related: _____

Item

B9.0 **PRIME COST AMOUNTS**B9.1 **Responsibility for prime cost amounts**

Fixed: _____ Value related: _____ Time related: _____

Item

B10.0 **ATTENDANCE ON N/S SUBCONTRACTORS**B10.1 **General attendance**

Fixed: _____ Value related: _____ Time related: _____

Item

B10.2 **Special attendance**

Clause 10.2 is amended by deleting it in its entirety and replacing with the following:

The **contractor** shall make provision in his rates for special attendance on each **n/s sub-contractor**. Special attendance such as unloading, storing, placing in position, providing special power supplies, specific hoisting, craneage and scaffolding requirements, provision of temporary casing and/or other specific protection of the works, special security and clearing away rubbish are to be determined by the tenderer and shall be deemed to be included in rates for attendance.

Fixed: _____ Value related: _____ Time related: _____

Item

B11.0 **GENERAL**B11.1 **Protection of the works**

Fixed: _____ Value related: _____ Time related: _____

Item

B11.2 **Protection / isolation of existing / sectionally occupied works**

Fixed: _____ Value related: _____ Time related: _____

Item

B11.3 **Security of the works**

The **contractor** shall take all appropriate measure for general security of the **works**.

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

B11.4 **Notice before covering work**

Fixed: _____ Value related: _____ Time related: _____
Item

B11.5 **Disturbance**

The **contractor** shall execute the **works** with a minimum of disturbance to adjoining premises, any part of the **works** already handed over and the occupants of those premises and/or parts. Any specific requirements are stated in the **schedule**.

Fixed: _____ Value related: _____ Time related: _____
Item

B11.6 **Environmental disturbance**

The **contractor** shall execute the **works** without any unreasonable adverse effect on the environment. Any specific requirements are stated in the **schedule**.

Fixed: _____ Value related: _____ Time related: _____
Item

B11.7 **Works cleaning and clearing**

Fixed: _____ Value related: _____ Time related: _____
Item

B11.8 **Vermin**

Fixed: _____ Value related: _____ Time related: _____
Item

B11.9 **Overhand work**

Fixed: _____ Value related: _____ Time related: _____
Item

B11.10 **Tenant installations**

Fixed: _____ Value related: _____ Time related: _____
Item

B11.11 **Advertising**

Fixed: _____ Value related: _____ Time related: _____
Item

Carried to Collection R

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

C1.0 CONTRACT DRAWINGS

Note: Where drawings are described in these Bills of Quantities as having been "appended elsewhere in this Bid Document", bidders are directed to the USB drive issued with the Bid Document for all drawings, as no hard copies will be issued during the Bid period.

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: _____ Value related: _____ Time related: _____

Item

C2.0 GENERAL PREAMBLES

The complete suite of project specific specifications are appended at the back of these Bills of Quantities, 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. These specifications shall take precedence in any discrepancy between themselves and the general specifications and/or between themselves and the Bills of Quantities. Should any document referenced in the Bills of Quantities not be present in a Bid Document, the Bidder is to notify the Departmental Project Manager immediately. Rates for work will be deemed to be inclusive of all requirements as per the project specific and general specifications

Fixed: _____ Value related: _____ Time related: _____

Item

C3.0 TRADE NAMES

Wherever a trade name for any product has been described in the **bills of quantities** the tenderer'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 tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection

C4.0 **IMPORTED MATERIALS AND EQUIPMENT**

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment to be completed by tenderer).

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions.

Fixed: _____ Value related: _____ Time related: _____

Item

C5.0 **VIEWING THE SITE IN SECURITY AREAS - N/A**

Fixed: _____ Value related: _____ Time related: _____

Item

C6.0 **COMMENCEMENT OF WORKS IN SECURITY AREAS - N/A**

Fixed: _____ Value related: _____ Time related: _____

Item

C7.0 **ENTRANCE PERMITS TO SECURITY AREAS - N/A**

Fixed: _____ Value related: _____ Time related: _____

Item

C8.0 **SECURITY CHECK OF PERSONNEL**

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

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**

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

C9.0 **UNAUTHORISED PERSONS ON SITE**

The **contractor** shall at all times strictly exclude all unauthorized persons from the **works**.

No workmen are to be allowed under any circumstances to sleep or deposit any personal effects on the **site**. The contractor must provide any necessary independent shelters or sheds required for any workmen off site.

Furthermore, the **contractor** shall take all measures necessary to ensure that no unauthorised workmen are allowed onto the **site** at any time without the specific permission of the **principal agent**.

Fixed: _____ Value related: _____ Time related: _____

Item

C10.0 **CONTRACTOR ACCESS**

The **contractor** shall provide for a security access card for all personnel (management and labour) entering the **site**. Each identification tag is to include for the following information: -

- i. Project name
- ii. Colour photo (ID book size)
- iii. Company name
- iv. Name and ID number

Fixed: _____ Value related: _____ Time related: _____

Item

C11.0 **STOCKPILE**

The stockpile of fill material on the site is to be maintained and used in the required backfill behind retaining walls, as indicated by the **engineers**, and unless otherwise directed.

Fixed: _____ Value related: _____ Time related: _____

Item

C12.0 **SITE ESTABLISHMENT**

The contractor may erect/hire/purchase an establishment on or contiguous to the site to include offices, stores, lay down areas etc. for his own, and **sub-contractor's** use subject to the foregoing provisions of Clause B3.1 of these Preliminaries. Such establishment is to be pre-planned and is subject to the approval of the **principal agent**.

Notwithstanding the **principal agent's** approval, the **contractor** shall be responsible for any costs relating to relocation of any site establishment required to allow access for the timeous execution of the **works**.

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

C13.0 **PRICING OF BILLS OF QUANTITIES**

Tenderers are to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the Standard System of Measurement) patterns, models and templates, plant, temporary works, returning of packing, duties, taxes, imports, establishment charges, overheads, profit, attendance (general and specific) and all other obligations arising out of the agreement.

The rate inserted by the tenderer opposite each item will be deemed to be applicable to the item as originally specified. Should the tenderer wish to offer an alternative specification to any particular item, he is to provide this as an alternative to his Bid sum for consideration by the principal agent as a submission with his Bid. No alternatives will be accepted during the construction period unless prior approval at tender stage is granted in writing by the Principal Agent. Under no circumstances are the descriptions in the bills of quantities to be altered by the tenderer.

Where a bill of quantities item includes "or other approved" within its description and the tenderer has priced a "or other approved" specification, the tenderer is to provide a schedule of all such bill items that have been priced as "or other approved" including the full details and specifications of the "or other approved" items priced. Should no schedule of "or other approved" items be received with the 'formal tender submission' from the tenderer it shall be deemed that the tenderer has priced the item as per the original specification in the tender documents and no alternative specifications will be accepted for the tendered rate.

Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the tenderer's omission to price any item will be entertained.

Prices for all plant, temporary works, services and other items provided shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary.

The contractor shall execute work during "overtime" hours as necessary in order to complete the project within the agreed construction period and shall provide such resources and work such overtime hours as necessary. Costs for the execution of this work under these conditions shall be included within the contract sum. (See requirements in terms of Clause B12.1.23 of these Preliminaries)

Fixed: _____ Value related: _____ Time related: _____

Item

C14.0 **NATURE OF PROJECT IN RELATION TO PRICING**

Tenderers are advised that the nature of this contract is such that the detail design will evolve in parallel with construction and the appointment of **selected / nominated sub-contractors** have not been concluded. Notwithstanding this, the rates and prices in the **bills of quantities** in the **tender** submission shall remain in full force and effect.

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection

R

C15.0 **COSTS OF CLAIMS**

All costs incurred by the contractor in the preparation of claims to the satisfaction of the principal agent and/or quantity surveyor shall be borne by the contractor.

In furtherance of the above, the Contractor shall ensure that at least one dedicated, full-time, senior resource is allocated for the preparation of cost related information including but not limited to payment claims, cost reports, contractor cash flows, etc. Pricing will be deemed to be inclusive of this requirement

Fixed: _____ Value related: _____ Time related: _____

Item

C16.0 **SATISFACTION OF CONTRACTOR AS TO SCOPE OF INSURANCES**

Submission of a **tender** shall be deemed as acceptance by the **contractor** that he is satisfied with the scope of the insurances effected by the **employer**, supplemented by any additional insurances considered necessary by himself.

The **employer** warrants that the insurances effected by him shall remain in force for the duration stipulated in the **agreement**.

Any clarification of the scope of cover provided by the policies arranged by the **employer** should be obtained from the **employer's** representative.

The **contractor** warrants that he shall give all notices and shall observe all the terms and conditions and requirements of all insurances applicable to this contract.

Where the **contractor** is responsible for the appointment of **nominated or selected sub-contractors** then the **contractor** shall :

1. Ensure that potential and appointed **sub-contractors** are aware of the whole content of clauses A8, A9, A10, A11 and A12.
2. Ensure the compliance of **sub-contractors** with these clauses where applicable. In the event of any occurrence which is likely to give rise to a claim under the insurances arranged by the employer, the contractor/sub-contractor shall:
3. In addition to any statutory requirement or other requirements contained in the **agreement**, immediately notify the **employer's** insurance Brokers by telephone or telefax giving the circumstances, nature and an estimate of the loss or damage or liability;
4. Complete a claims advice form, in conjunction with both the **principal agent** and the **employer** and return to the Insurance Brokers without delay;
5. Assist as required, in negotiations of the settlement of claims with the insurers through the **employer's** Insurance Brokers.

The **employer** shall have the right to make all and any enquiry on the site or elsewhere as to the cause and results of any such occurrence and the **contractor** shall give the **employer** and his insurers full facilities for carrying out such enquiries.

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

C17.0 **PROHIBITION ON TAKING OF PHOTOGRAPHS**

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 of photographs except when authorized thereto by or on behalf of the Minister

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

Fixed: _____ Value related: _____ Time related: _____

Item

C18.0 **HIV/AIDS AWARENESS**

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities**. Provision for pricing of HIV/AIDS awareness is made under items C18.1 to C18.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Fixed: _____ Value related: _____ Time related: _____

Item

C18.1 **AWARENESS CHAMPION**

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

C18.2 **AWARENESS WORKSHOPS**

Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

C18.3 POSTERS, BOOKLETS, VIDEOS, ETC.

Provision, displaying, maintaining and replacing when necessary of plastic laminated posters, booklets and educational videos, etc. for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

C18.4 ACCESS TO CONDOMS

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

C18.5 MONITORING

Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value related: _____ Time related: _____

Item

C19.0 OCCUPATIONAL HEALTH AND SAFETY ACT

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities**.

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

C19.1 **COVID SAFETY AND COMPLIANCE**

The contractor is to price against this item for all requirements in respect of COVID prevention, management and compliance. In this regard, the following items must as a minimum be considered when pricing and will be deemed to be included in the rate entered against this item:

- a. COVID marshalls for the due enforcement of COVID policy. The required number of marshalls in order to effectively enforce COVID protocol is to be determined by the contractor in accordance with his programme of works. Marshalls are to be duly and effectively trained in the execution of their duties. In addition, marshalls must be provided with the relevant PPE and tools i.e. temperature readers, sanitiser etc. to carry out their designated function.
- b. COVID related PPE - the contractor is to ensure that an ample supply of COVID specific PPE is available to the site at all times. This shall include relevant disposable masks, sanitiser, gloves (if applicable), etc. These items shall be sufficient for the contractors own staff, sub-contractors and their staff, as well as the professional team and all visitors to the site.
- c. Sanitising of surfaces - a major infection risk remains the contamination of surfaces. With this in mind, the contractor will be required to sanitise all touch surfaces daily i.e. door and window handles, tools, plant controls, desks and other works surfaces, ablutions, kitchens and associated surfaces, etc.
- d. COVID testing - the contractor will be required to ensure that all employees (own and subcontractor) are tested for COVID prior to the commencement of work on site.
- e. Signage - the contractor shall provide and maintain COVID signage around the site and work areas.
- f. Isolation areas - the contractor shall provide and maintain isolation areas for suspected COVID cases amongst the workforce.
- g. Waste disposal - COVID related PPE is to be properly disposed of in demarcated areas and the contractor shall accordingly provide same facilities including marked bins, regular waste removal, etc.
- h. Transportation of employees - where employees are transported to site by the contractor, he shall ensure that transport arrangements support social distancing and COVID safety.
- i. Programme effects - the contractor shall consider the effect of COVID compliance and regulations i.e. social distancing on his programme and shall ensure that costs related to this are included in this item.
- j. COVID Management - As part of OHS, the contractor shall ensure that COVID management and reporting are regular and accurate and that preventative or reactive measures are taken as required in order to ensure safety of all personnel on site. The above mentioned items represent the minimum expected requirements in respect of COVID management and compliance. Tenderers shall in addition price any and all other anticipated costs against this item as no further claims in this regard will be entertained.

Fixed: _____ Value related: _____ Time related: _____

Item

Carried to Collection R

C22.0 **MATERIALS REQUIRED BY AMAFA - N/A**

Fixed: _____ Value Related: _____ Time Related: _____

Item

C23.0 **TRAFFIC AND MUNICIPAL REQUIREMENTS**

It will be required of the Contractor to obtain the necessary local authority permissions and clearances, and to make the necessary arrangements including the employment of specialist service providers and/or personnel in for traffic diversion, road closures etc. as required for timeous delivery of materials, etc. to site. The Bidder is to price for all necessary requirements under this item .

In addition, the Contractor shall be responsible for the effective management of traffic into and out of the site for the duration of the contract and that order is generally maintained through the adequate deployment of resources including traffic cones, danger tape, temporary traffic barriers and consultation with a traffic specialist all to the approval of the principal agent

Fixed: _____ Value Related: _____ Time Related: _____

Item

C24 **COMMUNITY LIAISON OFFICER (CLO).****UTILISATION OF A COMMUNITY LIAISON OFFICER.**

1. The Contractor shall allow for 2 x General Labour (GL) rate at the time of tender and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract.

2. A CLO will be identified by the local structures (Project Steering Committee) of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.

Fixed: _____ Value Related: _____ Time Related: _____

Item

Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:

1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor
2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor.
3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.
4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.
5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.

Carried to Collection R

6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained.

7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications.

8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.

9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare and submit periodic reports as may be required by the Contractor from time to time.

10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.

Tenderers are to price twice the rate of unskilled local labour rate for the Community Liaison Officer (CLO) ,all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Formal Housing.

Fixed: _____ Value Related: _____ Time Related: _____

Item

C26.0 Domestic Sub-Contractors

Notwithstanding the relevant conditions of contract and amendments thereto in respect of domestic sub-contractors, it is a specific condition of this contract that should the contractor at any time subsequent to award of the contract elect to change or replace any specialist domestic sub-contractor in his employ, reasons for the change or replacement shall be furnished by the contractor to the principal agent, who shall, after performing a risk assessment of the proposed new specialist sub-contractor, reserve the right to reject the appointment of a new sub-contractor based on either the reasons put forward by the main contractor for removal of the previous sub-contractor, or due perceived risk as per the aforementioned risk assessment. The contractor shall be obliged to abide by the decision of the principal agent in this regard.

Fixed: _____ Value Related: _____ Time Related: _____

Item

C27.0 Specialist Sub-Contractors

Tenderers are to price for all preliminaries related items in respect of the specialist electrical, electronics, mechanical etc. works to be carried out on this project. No further claims for same will be entertained.

Fixed: _____ Value Related: _____ Time Related: _____

Item

Carried to Collection

PRELIMINARIES COLLECTION

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Carried forward

BILL OF QUANTITIES

Bill of Quantities 1: House No. 1: 78 Kingfisher Street, St Lucia, 3936

Item	Description	Unit	Quantity	Rate	Amount
	<u>SECTION No. 2</u>				
	-				
	<u>BILL No. 1: ALTERATIONS</u>				
	MODEL PREAMBLES				
	The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates				
	SUPPLEMENTARY PREAMBLES				
	Existing Furniture, Equipment, etc				
	The Contractor shall not remove or damage any furniture, equipment or similar items that belong to the Department except when specifically described in the items to follow: The Contractor must give the Principal Agent sufficient notice if the removal of these items are required before any prescribed alterations can be done				
	Damage to existing finishes				
	The Contractor will be held responsible for all damage however caused to existing finishes and fittings, etc. and he must make good all damage at his own expense to the approval of the Principal Agent. Breaking down, demolition and alteration activities and tasks, hacking off of existing plaster, etc. is to be executed with care so as to prevent damage to remaining floor and wall surfaces and finishes (where these are to be retained). Tenders will be deemed to include allowance for any necessary protection of existing surfaces and structures as may be necessary to effect the above, as the cost of repairing damage to existing surfaces and structures will be solely for the Contractors account				
	Responsibility for site				

	The Contractor is to note that upon possession of the site by himself, and extending until practical completion is achieved, he is solely responsible for the site, site security, general upkeep and cleaning of the site and all other responsibilities in maintaining a construction site in conformance with but not limited to, the Construction Regulations 2014, all local by-laws, all user client regulations, and all Client regulations and procedures. Tenderers are therefore urged to study all available material and to investigate the site fully and areas contiguous to the site, in order to determine the range and extent of responsibility. No additional monetary and/or time claims will be entertained in respect of the above			
	Explosives			
	No explosives whatsoever may be used for demolition purposes unless otherwise stated			
	General			
	The Contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum amount of disturbance to adjoining chalets and their guests. He shall provide proper protection of the works 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			
	Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the Principal Agent			
	"Taking out and removing gates, etc" implies that the door, etc is to be carefully taken down together with the fame, linings, architraves, window sills, etc complete and where brick lintels occur, it must be supported and propped until the openings are built up or new doors or windows built in position			
	Prices for taking out and removing steel sink and towel rails etc.			

	"Making good" implies that all necessary repairs are to be made to reinstate articles that may be damaged through the removal or otherwise, and the supplying of any new materials to match existing work, and is to include any necessary repairs to adjacent finishings such as painting, etc and such making good is to match adjoining work in all respects and in all trades			
	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)			
	Where removal is included in the heading, sub-heading or item description, prices shall be deemed to include for the necessary costs of removal and appropriate disposal of materials including but not limited to labour, transportation and disposal costs. No further claims in this regard will be entertained			
	Removal of asbestos material			
	All preparatory work, alterations, etc., to existing asbestos cement roof sheeting, gutters, rainwater pipes, etc., is to be carried out strictly by an approved and certified specialist company and in accordance with statutory requirements (Occupational Health and Safety Act, 1993 - Asbestos Regulations 2001) and all necessary precautions must be taken when working with and disposing of asbestos cement products and the disposal of waste water resulting from cleaning operations, etc.			
	The following shall apply in respect of asbestos removal			
	The removal of asbestos shall be carried out by a certified entity, registered in accordance with the Occupational Health and Safety Act. 1993 and the Asbestos Regulations 2001 Asbestos in all forms/building elements that is to be removed, shall be carried out in strict accordance with aforementioned regulation and a certificate issued by the entity as contemplated in the above, shall be provided per block for the removal thereof, where the term block shall in this context refer to any single, free standing building structure, regardless of size or purpose			

	Corresponding disposal certificates shall be issued by the facility at which the asbestos is disposed off, with said facility to, prior to the disposal of any asbestos material provide satisfactory proof that the facility is duly registered and fully compliant in terms of the act, to receive the asbestos material Under no circumstances is the Contractor nor any of his duly authorised representatives to sell and/or give away asbestos material to any member/s of the school community, the community in general or the public at large. Should this be found to be occurring, the Contractor will be held responsible contractually and may further be prosecuted criminally				
	The cost for complying with the above, and all requirements of regulation as reflected above is to be priced for in terms for removal of asbestos material. No further claims in this regard will therefore be entertained				
	TEMPORARY BARRIERS, SCREENS, ETC				
	Temporary barriers, screens, etc including removal and allow for re-use				
1	SANS approved weld mesh type temporary barrier fencing 1,16m high with shade cloth fixed to and including 100mm diameter gum poles set securely min 300mm deep in ground at max 3m spacing	m	6		
2	Double gate 3 x 1.16m high	No	1		
	REMOVAL OF EXISTING WORK				
	Taking out and removing sundry joinery work, fittings, setting aside or store for re-use etc				
	-				
3	Timber sink cupboard 1210 x 510 x 860mm high, including sink and disconnecting waste pipe	No	1		
	-				
4	Timber bottom cupboard 1810 x 510 x 860mm high	No	1		
	-				
5	Timber bottom corner cupboard 280 x 510 x 860mm high	No	1		
	-				
6	Timber bottom cupboard 2750 x 510 x 860mm high	No	1		
7	Timber wall cupboard 2750 x 510 x 600mm high	No	1		
	-				
8	Timber wall cupboard 1070 x 270 x 600mm high	No	1		
9	Timber corner wall cupboard 520 x 270 x 600mm high	No	1		

10	Timber corner wall cupboard 780 x 270 x 600mm high	No	1		
11	Timber Counter 2830 x 600mm	No	1		
12	Timber Counter 1820 x 610mm	No	1		
13	Timber Counter 610 x 610mm	No	1		
14	Timber Built in wardrobe 1900 x 650 x 2560mm high	No	3		
15	Timber Skirting	m	98		
	Taking out and removing sanitary fittings, toilets, basins, bathtub, geysers, etc, including disconnecting from pipes, traps, etc and making good floor and wall finishes (making good tiling and paintwork elsewhere)				
	-				
16	Vitreous china wash hand basin	No	2		
	-				
17	Vitreous china WC pan with cistern and flush pipe	No	3		
18	Vitreous china bath tub with waste outlet	No	1		
19	Soap holder	No	2		
	Taking out and removing sanitary fittings, etc				
	Tap, Valves ETC.				
20	Chromium plated sink mixer	No	1		
21	Chromium plated bath mixer	No	1		
22	Chromium plated shower mixer with riser pipe, arm and shower head	No	1		
23	Chromium plated basin mixer	No	2		
	Taking down and removing roofs, floors, panelling, ceilings, partitions, etc completely				
24	Roof trusses	m	302		
25	Existing damaged purlins.	m	305		
26	Gypsum plasterboard ceilings including cornices, timber branding, etc	m2	165		
27	Fascia boards and fittings	m	55		

28	Barge boards and fittings	m	52		
29	Asbestos rainwater gutters and fittings	m	44		
30	Asbestos rainwater downpipes and fittings	m	21		
31	Asbestos roof (measured on floor plan)	m ²	348		
	Taking out and removing doors, windows, etc, including thresholds, sills, etc (building up openings and making good finishes elsewhere)				
	-				
32	Timber single door and frame not exceeding 2,5m ²	No	13		
	-				
33	Glazed timber window not exceeding 2,5m ²	No	2		
	-				
34	Glazed steel window not exceeding 2,5m ²	No	16		
	-				
35	Glazed timber window exceeding 2,5m ² and not exceeding 5m ²	No	2		
	-				
36	Roller shutter door 2670 x 2340m high	No	2		
	-				
37	Issue of certificate of compliance by registered AIA appointed by your asbestos disposal and removal subcontractor for the safe removal of asbestos contained products before any work on site commences (Please note : should no value be allowed against this item, it will be deemed to form part of the OHS costs in the Preliminaries)	Item	1		
	Taking out and removing floor coverings, etc				
38	Plastic PVC Tile floor covering including preparing screed for new porcelain floor tiles.	m ²	110		
39	Ceramic tile floor covering including preparing screed for new porcelain floor tiles (elsewhere measured)	m ²	4		
40	Ceramic wall tiles including preparing wall for new porcelain wall tiles (elsewhere measured)	m ²	15		
	Taking out and removing ironmongery				
41	Mortice lockset from timber door	No	2		
42	Toilet paper holder from wall	No	3		
43	Curtain rail 100 x 1640mm long from wall	No	5		
44	Curtain rail 100 x 1170mm long from wall	No	2		

45	Curtain rail 100 x 2510mm long from wall	No	2		
	Taking out/off and removing glass and mirrors				
46	Mirror 450 x 450mm high from wall	No	1		
	SERVICING, REPAIRING, CLEANING, ETC				
47	Overhaul, adjust, service and replace hinges, stays, handles, etc to ensure proper operation to existing steel windows. (PROVISIONAL).	No	22		
48	Electrical fan mounted on ceiling board.	No	3		
49	Geyser.	No	2		
50	External JoJo tank system to ensure proper functioning.	No	3		
51	External front perimeter fence and gate .	Item	1		
	MAKING GOOD OF FINISHES, ETC.				
	Making good internal cement plaster:				
52	Walls in patches and narrow widths. (PROVISIONAL).	m2	5		
	Works cleaning and clearing:				
53	Before commencing, the contractor shall remove from site all old materials, rubble, etc, except where specifically described as being set aside for re-use.	Item	1		
54	The contractor shall leave the works (including the work in the previous contract) in a clean and satisfactory state for use and occupation in terms of the agreement.	Item	1		
	Carried to Section No. 2 Summary				

	<u>BILL No. 2</u>			
	<u>ROOF COVERINGS ETC.</u>			
	MODEL PREAMBLES			
	The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates			
	SUPPLEMENTARY PREAMBLES			
	Proprietary products in descriptions:			
	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.			
	Fixing:			
	Fixing shall be done according to SABS 1200HB with minimum 225mm end laps.			
	Guarantee:			
	The contractor will be required to provide a written guarantee, stating that :1. The roof sheeting is of the specified thickness.2. The client is indemnified against any defects, including colour deterioration for a minimum period of 15 years.			
	Pricing:			
	Prices for roof covering and cladding are to include for all necessary drive screws, hook bolts, sheet bolts, nuts, washers, etc., for drilling holes for screws and bolts including removing all swarf from the sheeting and all right angle cutting and waste (Measured net).			
	ROOF COVERING AND ACCESSORIES			
	Chromadek (10.5) corrugated 0,8mm thick ISOQ230, Z275 spelter galvanised steel roof sheeting with chromadek finish to one side and protective primer coating on reverse side, colour to be dove grey, fixed to timber purlins (elsewhere measured), all in accordance with manufacturer's recommendations and specifications:			
1	Roof covering with pitch not exceeding 25 degrees.	m ²	348	
2	Ridges to match roofing sheeting (measured net).	m	25	
Carried to Section No. 2 Summary				

	<u>BILL No. 3</u>			
	-			
	<u>CARPENTRY AND JOINERY</u>			
	MODEL PREAMBLES			
	The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates			
	SUPPLEMENTARY PREAMBLES			
	ROOFS ETC			
	MONOPLANAR PREFABRICATED METAL CONNECTORED TIMBER ROOF TRUSSES			
	All trusses to be fabricated in a factory by a truss fabricator who holds a current Certificate of Competence awarded by the Institute for Timber Construction TR1 & TR2 Certificates are to be issued for each Block before occupation may take place			
	PREFABRICATED ROOF TRUSSES HAVING A PITCH NOT EXCEEDING 25 DEGREES			
	NOTE: All timber roof trusses including nail-plated trusses and bolted trusses with lapped members must comply with SABS 0243 : THE DESIGN, MANUFACTURE AND ERECTION OF TIMBER TRUSSES			
	Prices for roof trusses are to include for all temporary bracing and supports and for all necessary top and bottom chord bracing, wind bracing and runners where required and TR1 and TR2 Certificates			
	TIMBER			
	Timber for trusses to be South African softwood structural timber and shall be at least of grade 4 and in accordance with SABS Specification No.'s 563 or 1245 or laminated timber in accordance with SABS 1460			
	METAL CONNECTOR PLATES			

	Metal truss connector plates shall be made from galvanised steel of at least 1mm nominal thickness, with a minimum yield strength of 250MPa and a minimum ultimate tensile strength of 330MPa. The corrosion resisting coating shall be 0,275Kg/m ² commercial class hot dipped galvanising. The connector plates shall have been tested by the CSIR and be a size capable of transmitting the forces between the members of a truss without exceeding the design values given in the CSIR report			
	BOLTS			
	Bolts shall be to BS 4190 or SABS 135 with appropriate washers. (See below)			
	WASHERS			
	Square or round washers of the following minimum dimensions shall be used with all bolts: WASHER DIMENSIONS Bolts Size Width (mm) Thickness up to M8 25 2,5 up to M12			
	SHEAR PLATES, TOOTH CONNECTORS AND SPLIT RINGS			
	These shall be as specified in BS 1579 and installed in accordance with the CSIR Publication : HOUT 468, "The Design, Manufacture and Erection of Timber Trusses".			
	NAILS			
	These shall be in accordance with SABS 820 : 1974			
	TRUSS CONSTRUCTION			
	The trusses shall be constructed to ensure the correct profile, overhangs and cambers. All joints are to be close fitting butt joints made by precision pressing of the metal connector plates into each side of the joint			
	TRUSS DESIGN			
	All trusses shall be designed by a registered Professional Engineer employed by the Contractor in accordance with the SABS Code of Practice for the Design of Timber Structures SABS 0163 and the Code of Practice for General Procedures and Loadings SABS 0160			
	TRUSS SPACING			
	The truss centres shall be less than or equal to that described in the Bills for each respective truss type			

	DRAWINGS			
	Prints shall be provided to the consulting engineer/architect for approval. These drawings shall be signed by a Professional Engineer. The following minimum information shall be supplied: * Details of the roof system with the positions of all trusses and beams clearly indicated * Bracing details * All truss details, including valley trusses where applicable, with the following clearly detailed:- =- All member sizes and grades- Connector plate sizes for all truss joints. Code numbers are deemed sufficient * All connection and hold down details between trusses, girders, beams and supports * The type of roof covering, ceiling and any other loads taken into account in the design			
	The dimensions in the descriptions of trusses are nominal and verification measurements are to be obtained from site before design or fabrication commences, and must be designed in accordance with the environmental conditions of the area			
	GENERAL			
	The following schedule of prices includes all timber of the required grade and type shown on the designs, all cutting and waste, cutting to exact length and end angles necessary to manufacture the respective truss types, the supply of all connector plates, fabrication of the trusses, checking the completed truss for quality, as well as loading, transporting to the site and offloading. The trusses must be suitable stored and protected on site as directed by the Secretary or his Representative			
	ERECITION			
	The trusses are to be hoisted and erected strictly in accordance with the procedures and recommendations of the Manual "The Erection and Bracing of Timber Roof Trusses" published by the Institute for Timber Construction and the Council for Scientific and Industrial Research or as detailed by the designer of the SABS Code of Practice: "The Design, Manufacture and Erection of Timber Roof Trusses"			
	TRUSS LOADING			
	The trusses shall be designed for: * Roof Cover: 0,80mm Metal roof sheeting * Max Purlin centres: 750mm * Ceilings: Plasterboard ceilings * Overhang: Min 600mm			
	TRUSSES			

	a. All the roof trusses to be at average 950mm centres and constructed for approximable 18deg pitch unless otherwise stated b. All the roof trusses to be designed and constructed with softwood structural timber to include for live loads, wind loads and to take corrugated roof covering, purlins and fibre cement or plasterboard ceilings with brandering. Each roof truss shall have all its members accurately cut and close butted together and rigidly fixed by CSIR approved patented galvanized metal spiked connectors, fixed on both sides of each intersection by an approved method, all in accordance with the manufacturer's instructions c. Unless otherwise described all rafter feet are to extend 600mm beyond the length of the tie beam, with ends twice splay cut d. Upon completion of the contract the Registered Professional Engineer must issue to the Principal Agent a certificate to the effect that the roof has been erected in accordance with his approved design, under his supervision and that the entire roof is structurally stable. The lump sum price of the roof trusses and purlins or battens (bottom purlin or tilting fillet to be wrought) shall include for the design and supervision by a Registered / Professional Engineer and for all necessary runners, overhangs wrought all round and trimmed and splay cut as required, braces, hoisting and fixing, etc.,but shall exclude fixing brackets and hurricane clips, wall plates, fascia, barge boards, roof coverings, purlins, etc. which are all separately measured				
	e. The tenderer's attention is drawn to the fact that the description of the trusses only represents the overall size (fascia to fascia) and not the required design f. Erection must be carried out as described in "The Erection and Bracing of Timber Roof Trusses" published by the Truss Plate Association of South Africa Ltd. and the National Timber Research Institute, CSIR g. Descriptions of roof trusses shall be deemed to include for design, manufacture, supply, hoisting and fixing in position, trimming ends, notching, etc. and for any temporary bracing				
	PREFABRICATED ROOF TRUSSES, ETC.				
	Plate nailed pitched timber roof construction				
	<u>Fascias ,etc</u>				
	Descriptions of fibre cement fascias and barge board shall be deemed to include for mitres , end junctions ,screws ,bolts, wall anchors , holes , etc .				
	<u>Door Frames</u>				
	-				

	Rates for timber door frames shall be deemed to include for the approved mild steel stay pegs in floors and hump-iron clamps to walls, including holes, building in, etc .				
	<u>PREFABRICATED ROOF TRUSSES, ETC.</u>				
	-				
	The manufacturer is to be approved by the Project manager and is to be a member of the Truss Plate Association of Southern Africa. He is to certify that all trusses and the total roof structure has been designed by a professional Engineer and, on completion of the roof structure, he is to carry out an inspection and certify to the Employer that the structure has been erected in accordance with the design.				
	Shop drawings are to be submitted to the Architect for approval before commencement of fabrication of the trusses. The dimensions in the descriptions of the trusses are nominal and actual measurements are to be obtained from the site before design or fabrication commences.				
	Rates are to include for the design, construction, supply, delivery on site, erection, inspection and certification of the total roof structure under a written guarantee. The guarantee is to be lodged with the Architect for approval before the work is commenced. The design should include for the additional weight of domestic geysers and under no circumstances will it be accepted that the ceiling brandering assist in the stability of the roof structure.				
	-				
1	Design, supply and install roof truss system complete in accordance with the Standard Building Regulations to suit roof area approximate size 348m ² (measured on flat floor area inclusive of overhangs, etc)	Item	1		
	Existing prefabricated timber roof structure:				
	The Truss System Engineer is to be approved by the Architect and is to be a member of the Truss Plate Association of Southern Africa.				
	(End of prefabricated timber roof structure)				
2	Design, supply and install roof truss system complete in accordance with the Standard Building Regulations to suit roof area approximate size 348m ² (measured on flat floor area inclusive of overhangs, etc)	Item	1		
	ROOF CONSTRUCTION				

	Sawn softwood:				
3	38 x 114mm Wall plates.	m	65		
4	50 x 76mm Purlins.	m	315		
	<u>EAVES, VERGES, ETC</u>				
	Everite' pressed fibre-cement:				
5	15 x 225mm Fascias and barge boards including galvanised steel H profile jointing strips .	m	107		
	<u>DOORS ETC</u>				
	SANS approved meranti:				
	FRAMED DOORS, ETC				
	Wrought saligna doors hang to steel frames:				
6	40mm Framed, ledged and braced batten door 813 x 2032mm high.	No	2		
	FLUSH DOORS				
	Solid flush doors with 3,2mm standard hardboard covering on both sides hung to steel frames:				
7	40mm Door 813 x 2032mm high.	No	11		
	<u>FITTINGS</u>				
	Kitchen units				
	Note :				
	All boards to kitchens and sink cupboards to be waterproof particle board.				
	<u>KITCHEN CUPBOARD</u>				
7	Sink cupboard (sink elsewhere) type "Mahogany" 1210mm Long x 510mm wide x 870mm high overall with 30mm thick granite countertop, double doors, shelves, doors, drawers, etc to kitchen.	No	1		

8	Wall cupboard type "Mahogany" 1070mm Long x 270mm wide x 600mm high overall kitchen cupboard with double doors hanging on rustproof concealed self-closing hinges and shall be fitted with magnetic catches, three drawers handles to be Brushed Satin Nickel mild steel bar handles 126mm square complete with screw, including drawers complete with handles must be Brushed Satin Nickel mild steel bar handle 126mm square, sides, bottom, division, shelves, paint, etc.	No	1		
9	Wall cupboard type "Mahogany" 2750mm Long x 510mm wide x 600mm high overall kitchen cupboard with double doors hanging on rustproof concealed self-closing hinges and shall be fitted with magnetic catches, three drawers handles to be Brushed Satin Nickel mild steel bar handles 126mm square complete with screw, including drawers complete with handles must be Brushed Satin Nickel mild steel bar handle 126mm square, sides, bottom, division, shelves, paint, etc.	No	1		
10	Wall cupboard type "Mahogany" 520mm Long x 270mm wide x 600mm high overall kitchen cupboard with double doors hanging on rustproof concealed self-closing hinges and shall be fitted with magnetic catches, three drawers handles to be Brushed Satin Nickel mild steel bar handles 126mm square complete with screw, including drawers complete with handles must be Brushed Satin Nickel mild steel bar handle 126mm square, sides, bottom, division, shelves, paint, etc.	No	1		
11	Wall cupboard type "Mahogany" 780mm Long x 270mm wide x 600mm high overall kitchen cupboard with double doors hanging on rustproof concealed self-closing hinges and shall be fitted with magnetic catches, three drawers handles to be Brushed Satin Nickel mild steel bar handles 126mm square complete with screw, including drawers complete with handles must be Brushed Satin Nickel mild steel bar handle 126mm square, sides, bottom, division, shelves, paint, etc.	No	1		

12	Floor cupboard type "Mahogany" 2090mm Long x 510mm wide x 870mm high overall kitchen cupboard with double doors hanging on rustproof concealed self-closing hinges and shall be fitted with magnetic catches, three drawers handles to be Brushed Satin Nickel mild steel bar handles 126mm square complete with screw, including drawers complete with handles must be Brushed Satin Nickel mild steel bar handle 126mm square, sides, bottom, division, shelves, paint, etc. including a granite countertop of approved colour.	No	1		
13	Floor cupboard type "Mahogany" 2750mm Long x 510mm wide x 870mm high overall kitchen cupboard with double doors hanging on rustproof concealed self-closing hinges and shall be fitted with magnetic catches, three drawers handles to be Brushed Satin Nickel mild steel bar handles 126mm square complete with screw, including drawers complete with handles must be Brushed Satin Nickel mild steel bar handle 126mm square, sides, bottom, division, shelves, paint, etc. including a granite countertop of approved colour.	No	1		
	<u>Bedroom cupboards with hinges, handles, drawer slides and paint, etc:</u>				
14	1930mm Long x 650mm wide x 2560mm high overall bedroom cupboard with double doors hanging on rustproof concealed self-closing hinges and shall be fitted with magnetic catches, drawers, sides, bottom, division, shelves, paint, etc.	No	3		
	Carried to Section No. 2 Summary				
	<u>BILL No. 4</u>				
	-				
	<u>CEILINGS, PARTITIONS AND ACCESS</u>				
	<u>FLOORING</u>				
	MODEL PREAMBLES				
	The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates				
	SUPPLEMENTARY PREAMBLES				
	Proprietary products in descriptions:				

	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.				
	Descriptions:				
	Items described as nailed shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete.				
	Items described as plugged shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as bolted the bolts have been given.				
	INSULATION				
	Glass fibre wool insulation:				
1	75mm Insulation closely fitted and laid on top of brandering between roof timbers etc.	m ²	165		
	NAILED UP CEILINGS				
	6,4mm Rhino gypsum plasterboard ceilings or equal approved fixed to 38 x 38mm brandering at max 400cc including 'H' profile jointing strips all to manufacturers instructions:				
2	Ceilings including 38 x 38mm sawn softwood brandering at 400mm centres with cross brandering at joints, ends of sheets and at light fittings, etc.	m ²	165		
3	Extra over ceiling for forming trap door size 635 x 635mm in clear formed with 38 x 50mm sawn S.A. pine framing covered with ceiling boarding and set in 38 x 76mm wrought S.A. pine rebated kerb, including trimmers.	No	2		
	Rhino gypsum plasterboard cornices:				
4	75mm Coved cornices.	m	175		
	Carried to Section No. 2 Summary				
	BILL No. 5				
	-				
	IRONMONGERY				

	MODEL PREAMBLES			
	The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates			
	SUPPLEMENTARY PREAMBLES			
	Finishes to ironmongery:			
	Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered : CH Chromium plated : SC Satin chromium plated : SE Silver enamelled : GE Grey enamelled : AS Anodised silver : AB Anodised bronze : AG Anodised gold : ABL Anodised black : PB Polished brass : PL Polished and lacquered : PT Epoxy coated.			
	<u>HINGES, BOLTS, ETC</u>			
	Approved:			
1	100mm Brass butt hinges.	No	30	
	<u>LOCKS</u>			
	Union' - or other approved:			
2	CZ 682-24/L2277-78 SC three lever lockset with striking plate fixed to metal.	No	11	
3	CZ 682-24/L2247-78 SC four lever lockset with striking plate fixed to metal.	No	4	
	<u>SUNDRIES</u>			
	APPROVED:			
4	38mm Diameter rubber door stop plugged.	No	15	
	<u>BATHROOM FITTINGS (PROVISIONAL)</u>			
	Franke' - or other approved:			
5	19mm Diameter chromium plated towel rail 916mm long with a pair of end brackets plugged.	No	2	
6	Stratos STRX 672 code 359716' toilet roll holder plugged.	No	2	

7	Chronos BS6467 Soap dish wall mounted.	No	2	
	Carried to Section No. 2 Summary			
	<u>BILL NO. 6</u>			
	-			
	<u>METALWORK</u>			
	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.			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions of bolts, anchors, etc</u>			
	Descriptions of bolts shall be deemed to include nuts and washers			
	Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described			
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres			
	<u>Aluminium doors, windows, etc</u>			
	Windows, doors, etc shall be manufactured by an approved firm of specialists and shall be of best quality material and workmanship and of approved design. Windows, doors, etc., shall meet with the minimum recommended performance requirements as set out by the Association of Architectural Aluminium Manufacturers of South Africa (AAMSA) and NBR SANS 10400 - N: 2006 Code of Practice.			
	The Contractor is to submit all relevant certificates regarding glazing, window frames, powder coated finish, etc.			
	Rates shall include for the following:			

	a) All opening and fixed lights, coupling mullions and transoms, fittings, standard ironmongery, factory fitted burglar proofing, etc. as required and specified			
	b) Complete glazing as specified with and including glazing beads and gaskets as specified and glazed in accordance with the manufacturer's written instructions. All glazing to comply with NBR of SABS 0400			
	c) Building in and fixing into preformed openings. All opening sizes must be verified on site before manufacture commences. Costs for additional packing etc. must be included in the overall rates			
	d) Suitably protecting all exposed aluminum and glass surfaces with an approved tape and durable plastic sheeting. Such protection is to be removed at completion of the contract and the surface cleaned down and left perfect. Any damage, scratches, etc. to the finished product will definitely be unacceptable.			
	e) Silicone pointing with an approved silicone sealant recommended by AAAMSA on all external window, door, etc.			
	f) Any and all additional supports, brackets, etc. required that is deemed necessary for the proper manufacture and installation of the windows, doors and shop fronts.			
	The following certificates shall be provided prior to commencement of site work:			
	1. A Certificate of Conformance confirming that anodizing or powder coating has been processed in accordance with SANS 999 and SANS 1796 respectively			
	2. A powder guarantee of not less than 15 years issued by the powder manufacturer. The specific conditions contained in this guarantee shall form part of the powder coating process			
	3. A warranty from the manufacturer of the laminated safety glass and/or hermetically sealed glazing units guaranteeing the products against delamination and colour degradation for a period of not less than five years			
	Note: All prices to include supply and installation of the relevant ironmongery			
	GALVANISED PRESSED STEEL DOOR FRAMES INCLUDING SETTING UP AND BUILDING IN			

	1,2mm Double rebated frames suitable for one brick walls:			
1	Frame for door 813 x 2032mm high.	No	13	
	HOT DIP GALVANISED STEEL ROLLER SHUTTER DOORS			
	NOTE: The contractor is to check on site measurements before placing an order			
	Solid Slatter Roller Shutter Range, Serranda Series 2000 galvanised mild steel slats. Galvanised steel slats 75mm x 0.8/1mm thick roller shutter for opening with a standard bottom rail with overhead box clear of 2100mm high, 75mm wide guides, with steel T bar without rubber seal, powder coated ancillary components including 4,5mm thick end plates, guide rails, etc and with a centre lock fixed to brick jambs and structural masonry.			
2	2670 x 2340mm Galvanised roller shutter door by Serranda Cleaned Galvakleen	No	2	
	<u>ALUMINIUM FRAMED AND UNFRAMED SHOWER DOORS ETC</u>			
	Chrome anodised aluminium framed shower enclosure with frames, sliding gear, pivot hinges, cleats, stops, etc and 4mm toughened obscure safety glass, plugged to tiled walls and sealed with silicone sealant:			
3	1230 x 1950mm high Pivot shower door enclosure combo.	No	1	
	<u>GALVANISED STEEL GATES, SCREENS, ETC</u>			
4	50 x 2,5mm Galvanised diamond mesh covering in approximately 1,85m high panels tied with 1,6mm galvanised binding wire to frames	m ²	10	
5	50 x 2,5mm Galvanised diamond mesh covering in approximately 1.37m high panels tied with 1,6mm galvanised binding wire to frames	m ²	4	
	Carried to Section No. 2 Summary			
	<u>BILL No. 7</u>			
	-			
	<u>TILING</u>			
	MODEL PREAMBLES			

	The tenderer is referred to the "Model Preambles for Trades 2008" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates			
	SUPPLEMENTARY PREAMBLES			
	Proprietary products in descriptions:			
	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.			
	Fixing:			
	Tiling shall be fixed with an approved tile adhesive to a plaster backing. Plaster backing is measured elsewhere.			
	WALL TILING			
	200 x 200mm First grade white glazed ceramic tiles or equal Architect approved wall tiles fixed with adhesive to plaster (plaster elsewhere):			
1	On walls in isolated panels, splashbacks, etc.	m ²	80	
	CERAMIC FLOOR TILING			
	300 x 300mm 'Margres Pigmentado Granito Preto' - or other approved - ceramic floor tiles in panels, fixed with rapid setting adhesive to bedding (bedding elsewhere) with straight joints in both directions, jointed and flush pointed with grout of an approved colour:			
2	On floors and landings.	m ²	161	
	Skirting 100mm high of cut tiles.	m	157	
	Glazed ceramic floor mosaics, fixed with adhesive to existing prepared surfaces and flush pointed with tinted waterproof jointing compound:			
3	On showers floor	m ²	1	
	Carried to Section No. 2 Summary			
	<u>BILL No. 8</u>			
	-			
	<u>PLUMBING AND DRAINAGE (PROVISIONAL)</u>			

	MODEL PREAMBLES			
	The tenderer is referred to the "Model Preambles for Trades 2018" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates			
	SUPPLEMENTARY PREAMBLES			
	Proprietary products in descriptions:			
	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.			
	Flush pans:			
	Flush pans shall have straight or side outlets and 'P' or 'S' traps as necessary.			
	Stainless steel basins, sinks, wash troughs, urinals, etc:			
	Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable.			
	Fixing:			
	Descriptions of wall mounted, floor standing, drop-in, etc type sanitary fittings shall be deemed to include fixing in position and all fixing accessories.			
	Descriptions of proprietary items shall include fixing in position and all fixing accessories as specified by the manufacturer.			
	Waste unions:			
	Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings.			
	Sleeve pipes:			
	Electrical sleeve pipes to be Class 34 and are to include for draw wires.			
	<u>Bathroom Fittings</u>			
	TAPS, VALVES ETC			

	Chromium plated' - or similar approved:				
1	15mm Plumbline Lyra underwall shower mixer CP	No	2		
2	15mm Chrome plated raised-nose basin pillar tap.	No	2		
3	15mm Chrome plated wall-type sink mixer with overarm swivel spout	No	1		
4	15mm 027 CP shower arm with sliding flange.	No	2		
5	Plumbline shower rose 3-function CP 100mm	No	2		
6	162mm Chrome plated bath mixer tap	No	1		
<u>SANITARY FITTINGS</u>					
	-				
	Franke' - or other approved - stainless steel:				
	Stainless steel basins, quality sinks, wash troughs, institutional equipment, etc shall be type 304.				
7	Curvline inset sink and drainer 1500 x 435mm wide with double bowl fitted to cupboard (cupboard elsewhere measured).	No	1		
<u>Vaal or equal Architect approved:</u>					
8	510 x 405mm white vitreous china basin with two tapholes and with brackets.	No	2		
9	Top-flush close-coupled WC suite 825 x 365 x 665mm white suite comprising pan with double flap heavy duty plastic seat and matching 9 litre cistern.	No	2		
10	Coral White Built In Straight Bath with Handles 1700 x 700mm	No	1		
<u>WASTE UNIONS ETC</u>					
	Cobra Watertech' - or similar approved:				
11	32mm 301 Chromium plated waste union.	No	2		
12	38mm 316 Chromium plated bath or sink waste union.	No	2		
<u>TRAPS ETC</u>					
	Marley' - or similar approved:				
13	40mm Deep seal 'P' or 'S' trap.	No	3		

14	40 x 300mm Sink combination for double bowl with deepseal 'P' trap.	No	1		
	Cobra Watertech' - or similar approved:				
15	32mm 345/50 CP Bottle trap. (PROVISIONAL)	No	1		
	Carried to Section No. 2 Summary				
	<u>BILL No. 9</u>				
	-				
	<u>GLAZING</u>				
	MODEL PREAMBLES				
	The tenderer is referred to the "Model Preambles for Trades 2018" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates				
	SUPPLEMENTARY PREAMBLES				
	Proprietary products in descriptions:				
	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.				
	GLAZING TO STEEL WITH PUTTY				
	All glazing shall be in accordance with SABS 0400 - 1990, SABS 1263 - 1. All safety glazing materials (individual panes) shall be permanently marked. Such marking shall be visible after glazing process. If it is not marked, it is not safety glass.				
	Issue of Glazing Certificate.				
	<u>MIRRORS, ETC</u>				
	6mm Silvered float glass copper backed mirrors with a polished edges holed for and fixed with chromium plated dome capped mirror screwed with rubber buffers to plugs in cabinet or brickwork.				
1	Mirror 300 x 450mm high with four screws	No	7		
	Carried to Section No. 2 Summary				-

	<u>BILL No. 10</u>			
	-			
	PAINTWORK			
	MODEL PREAMBLES			
	The tenderer is referred to the "Model Preambles for Trades 2018" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates			
	SUPPLEMENTARY PREAMBLES			
	Proprietary products in descriptions:			
	Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.			
	All work to be executed in strict accordance with the specifications of the paint manufacturer.			
	Where surfaces of plaster etc are sandy / friable, the first coat must be replaced with plaster primer thinned 10% with turpentine.			
	PAINTWORK ETC TO WALLS			
	Prepare surfaces and remove all loose material, apply one undercoat and two coats "Plascon Double Velvet pure Acrylic" or equal Project Manager approved emulsion paint for interior use			
1	On internal walls	m ²	555	
	Prepare surfaces and remove all loose material, apply one undercoat and two coats "Plascon Double Velvet pure Acrylic" or equal Project Manager approved emulsion paint for external use			

	<u>SECTION NO. 3:</u>			
	-			
	<u>ELECTRICAL AND MECHANICAL INSTALLATIONS</u>			
	-			
	<u>BILL NO. 1: ELECTRICAL WORK AND MECHANICAL WORKS (PROVISIONAL)</u>			
	-			
	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.			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	-			
	<u>Switches, socket outlets, etc</u>			
	-			
	Rates for switches, socket outlets, etc are to include for screwing to outlet boxes, connecting up, cover plates and chasing.			
1	Allow for the provision and /or cost shop drawings, schematic diagrams, requirements of any regulations and by-laws, certificate of compliance, etc, all as described.	Item	1	
	-			
	<u>LIGHT SWITCHES, SOCKET OUTLETS, ETC</u>			
2	16A Flush mounted socket outlet, combo (Provisional).	No	11	
	<u>LUMINARIES AND EQUIPMENT</u>			
	Luminaries or equipment installed and mounted to round boxes in brickwork or ceiling including all fixings, brackets, supports, connectors, connections and lamps:			
3	Ceiling lighting	No	15	
	<u>EQUIPMENT</u>			

4	Wall mounted 120mm diameter extractor fan complete with wiring and fittings, etc.	No	3		
	Carried To Final Summary				
	FINAL SUMMARY				
1	Preliminary and General	Item	1		
2	Builders Work	Item	1		
3	Electrical & mechanical work	Item	1		
	Sub Total				
	Contingency				
4	Provide the sum of R 50 000.00 for contingencies to be used as directed and deducted in whole or in part if not required by the Project Manager.	Item	1		
	Sub Total (Excl. Contingency)				
	Sub Total (Incl. Contingency)				
	Tax (15%)		0,15		
	Carried To Form of Offer				

Bill of Quantities No. 2: House No. 2: 28°23'07.2"S 32°24'24.6"E.

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>SECTION NO. 2:</u>				
	<u>BUILDERS WORK</u>				
	<u>BILL NO. 1: ALTERATIONS</u>				
	<u>STANDARD PREAMBLES</u>				
	The Tenderer is referred to the "Model Preambles for Trades (2008 Edition) and the Supplementary Preambles" and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>View site:</u>				
	Before submitting this tender the tenderer shall visit the site and satisfy himself/herself 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				
	<u>General Notes:</u>				
	The contractor shall carry out the whole of the works with as little mess and noise as possible and with minimum disturbance 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.				
	Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent.				
	Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary.				

	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).				
	<u>Old materials to be carted away</u>				
	Old materials from the alterations, except where described to be re-used or handed over, as well as all rubbish, etc., must be regularly carted from the site and not be allowed to accumulate on or around the site.				
	<u>Old materials not to be re-used</u>				
	None of the old materials are to be used for new work except where specifically described to be set aside for re-use.				
	Carried Forward				
	Brought Forward				
	<u>Site Access</u>				
	The contractor is to note that access to the site is restricted and that the buildings are to remain functional at all times. The Contractor is to allow for this in his pricing.				
	<u>Existing Furniture, Equipment, etc</u>				
	The Contractor shall not remove or damage any furniture, equipment or similar items that belong to the Department except when specifically described in the items to follow: The Contractor must give the Principal Agent sufficient notice if the removal of these items are required before any prescribed alterations can be done				
	<u>Damage to existing finishes</u>				
	The Contractor will be held responsible for all damage however caused to existing finishes and fittings, etc. and he must make good all damage at his own expense to the approval of the Principal Agent. Breaking down, demolition and alteration activities and tasks, hacking off of existing plaster, etc. is to be executed with care so as to prevent damage to remaining floor and wall surfaces and finishes (where these are to be retained). Tenders will be deemed to include allowance for any necessary protection of existing surfaces and structures as may be necessary to effect the above,				

	Brought Forward			
	Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the Principal Agent			
	"Taking out and removing gates, etc" implies that the door, etc is to be carefully taken down together with the fame, linings, architraves, window sills, etc complete and where brick lintels occur, it must be supported and propped until the openings are built up or new doors or windows built in position			
	Prices for taking out and removing steel sink and towel rails etc.			
	"Making good" implies that all necessary repairs are to be made to reinstate articles that may be damaged through the removal or otherwise, and the supplying of any new materials to match existing work, and is to include any necessary repairs to adjacent finishings such as painting, etc and such making good is to match adjoining work in all respects and in all trades			
	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)			
	Where removal is included in the heading, sub-heading or item description, prices shall be deemed to include for the necessary costs of removal and appropriate disposal of materials including but not limited to labour, transportation and disposal costs. No further claims in this regard will be entertained			
	All the requirements of the Occupational Health and Safety Act refer, especially those regarding the removal of asbestos products.			
	REMOVAL OF EXISTING WORK INCLUDING MAKING GOOD TO EXISTING			
	<u>Taking out and removing doors, windows, etc, including thresholds, sills etc.</u>			
1	Timber single door and frame not exceeding 2,5m ² .	No	2	
	<u>Taking down and removing roofs, ceilings.etc.</u>			

3	Asbestos roof covering.	m ²	70	
4	Corrugated sheet steel roof covering and timber purlins	m ²	46	
5	Rhinoboard ceiling panels and cornices.	m ²	25	
	<u>Taking down and removing roofs and rainwater disposals</u>			
6	225 x 10mm thick Fibre cement board fascia board	m	60	
7	275 x 80mm Fibre cement board barge board	m	43	
8	125 x 125mm square PVC gutters complete with all clamps.	m	60	
9	Round PVC downpipes.	No	8	
	<u>Taking out and removing ironmongery</u>			
10	Mortice lockset from timber door.	No	12	
11	Soap holder.	No	2	
12	Toilet roll holder.	No	2	
	<u>Taking out and removing glass , mirrors fittings, etc, setting aside for re-use and later refixing in similar new position</u>			
13	Shower glass enclosure including door with beads, including cleaning out rebates.	No	1	
	<u>Taking out and removing sanitary fittings, etc, including disconnecting from pipes, traps, etc and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u>			
14	Bath tub, drainer, mixers, shower arm and shower head, etc. and prepare to receive shower enclosure (elsewhere measured)	No	1	
15	Vitreous china WC pan with cistern and flush pipe	No	2	
16	Vitreous china wash hand basin	No	1	
17	Shower and bath tub mixer	No	2	
	<u>Taking out/off and removing glass and mirrors</u>			

18	Mirror 300 x 300mm high from wall.	No	12		
19	Glazing not exceeding 2,5m ² .	m ²	3		
	<u>Hacking up/off and removing ceramic tiles including removing mortar bed or adhesive from concrete or brickwork and preparing surfaces for new screed, plaster, tile finish, etc</u>				
20	Tiles to floors	m ²	40		
21	Tiles to walls	m ²	30		
	Carried to Section No. 2 Summary				
	<u>BILL NO: 2 ROOF COVERINGS</u>				
	<u>STANDARD PREAMBLES</u>				
	The Tenderer is referred to the "Model Preambles for Trades (2008 Edition) and the Supplementary Preambles" and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates				
	0,6mm IBR profile Z275 spelter galvanised steel troughed sheeting with "Chromadek" finish on one side, in single lengths fixed to timber purlins or rails and with 0,6mm galvanised sheet steel accessories with "Chromadek" finish on one side.				
1	Roof covering with pitch not exceeding 25 degrees, in transportable lengths not exceeding 20m, fixed to timber purlins with 'Leak-king' - or other approved - screws.	m ²	70		
2	Ridge capping 452mm girth.	m	10		
3	Extra over roof sheeting for fixing every crown at ridge.	m	20		
4	Extra over roof sheeting for fixing every crown at eaves.	m	20		
	Carried to Section No. 2 Summary				

	<u>BILL NO. 3: CARPENTRY AND JOINERY</u>			
	<u>STANDARD PREAMBLES</u>			
	The Tenderer is referred to the "Model Preambles for Trades (2008 Edition) and the Supplementary Preambles" and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Fixing</u>			
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete			
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere			
	<u>TIMBER DOORS, ETC</u>			
	<u>FRAMED DOORS ETC</u>			
	<u>Wrought saligna doors hang to steel frames:</u>			
1	40mm Framed, ledged and braced batten door 813 x 2032mm high formed of 40 x 110mm top rail and stiles, 20 x 150mm middle ledge and braces and 40 x 220mm bottom rail and filled in with 20 x 76mm V-jointed one side boarding including rebated all round.	No	4	
	<u>EAVES, VERGES, ETC</u>			
	<u>Everite' pressed fibre-cement:</u>			
2	15 x 300mm Fascias and barge boards including galvanised steel H-profile jointing strips.	m	103	
3	80 x 200mm Angle section barge boards including galvanised steel H-profile jointing strips.	m	20	
	<u>FITTINGS</u>			
	<u>General</u>			

	The following cupboard fittings are given as complete units i.e. the components of the units have not been given separately. Descriptions of such units shall, therefore, be deemed to include all components, assembling, housing, notching, glueing, blocking, planting-on and screwing with countersunk screws, edge strips, thermosetting plastic laminate, glass, ironmongery, metalwork, paint or varnish finishes, etc prices are to include for all necessary filler pieces against walls etc.				
<u>CUPBOARDS TO KITCHENS, BEDROOMS, ETC</u>					
CUPBOARDS TO KITCHEN					
Kitchen cupboards with hinges, handles, drawer slides and paint, etc					
4	Wall cupboard type "Mahogany" 900mm Long x 500mm wide x 600mm high overall kitchen cupboard with double doors hanging on rustproof concealed self-closing hinges and shall be fitted with magnetic catches, three drawers handles to be Brushed Satin Nickel mild steel bar handles 126mm square complete with screw, including drawers complete with handles must be Brushed Satin Nickel mild steel bar handle 126mm square, sides, bottom, division, shelves, paint, etc.	No	1		
5	Wall cupboard type "Mahogany" 1420mm Long x 260mm wide x 600mm high overall kitchen cupboard with double doors hanging on rustproof concealed self-closing hinges and shall be fitted with magnetic catches, three drawers handles to be Brushed Satin Nickel mild steel bar handles 126mm square complete with screw, including drawers complete with handles must be Brushed Satin Nickel mild steel bar handle 126mm square, sides, bottom, division, shelves, paint, etc.	No	1		
Carried to Section No. 2 Summary					

	<u>BILL NO. 4: CEILINGS, PARTITIONS AND ACCESS FLOORING</u>			
	<u>STANDARD PREAMBLES</u>			
	The Tenderer is referred to the "Model Preambles for Trades (2008 Edition) and the Supplementary Preambles" and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	<u>Descriptions:</u>			
	Items described as nailed shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete.			
	Items described as plugged shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as bolted the bolts have been given.			
	<u>INSULATION</u>			
	Glass fibre wool insulation:			
1	50mm Insulation closely fitted and laid on top of brandering between roof timbers etc.	m ²	103	
	<u>NAILED-UP CEILINGS</u>			
	6mm Thick fibre-cement boards with H-type pressed steel jointing strips:			
2	Ceilings including 38 x 50mm sawn softwood brandering at 450mm centres and cross brandering at 600mm centres and around edges for fixing of cornices.	m ²	25	
3	Extra over ceiling for 600 x 600mm trap door of 32 x 44mm wrought softwood rebated framing with one 32 x 44mm sawn softwood cross brander with 38 x 114mm sawn softwood kerb spiked to rafters, etc and covered with ceiling board and fitted flush in opening. (PROVISIONAL).	No.	1	
	<u>Rhino gypsum plasterboard cornice:</u>			
4	75mm coved cornices.	m	20	
	<u>Carried to Section No. 2 Summary</u>			

	<u>BILL NO. 5: IRONMONGERY</u>			
	<u>STANDARD PREAMBLES</u>			
	The Tenderer is referred to the "Model Preambles for Trades (2008 Edition) and the Supplementary Preambles" and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates			
	<u>SUPPLEMENTARY PREAMBLES</u>			
	Finishes to ironmongery:			
	Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered : CH Chromium plated : SC Satin chromium plated : SE Silver enamelled : GE Grey enamelled : AS Anodised silver : AB Anodised bronze : AG Anodised gold : ABL Anodised black : PB Polished brass : PL Polished and lacquered : PT Epoxy coated.			
	<u>LOCKS</u>			
	Union' - or other approved:			
1	CZ 682-24/L2277-78 SC three lever lockset with striking plate fixed to metal.	No	12	
	Carried to Section No. 2 Summary			

	<u>BILL NO. 6: METALWORK</u>			
	<u>STANDARD PREAMBLES</u>			
	The Tenderer is referred to the "Model Preambles for Trades (2008 Edition) and the Supplementary Preambles" and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates			
	SUPPLEMENTARY PREAMBLES			
	Descriptions:			
	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.			
	Metalwork described as holed for bolt(s) shall be deemed to exclude the bolts unless otherwise described.			
	<u>GALVANISED PRESSED STEEL DOOR FRAMES</u> <u>INCLUDING SETTING UP AND BUILDING IN</u>			
	1,2mm Double rebated frames suitable for one brick walls:			
1	Frame for door 813 x 2032mm high.	No	2	
	ALUMINIUM WINDOWS, DOORS, ETC (PROVISIONAL)			
	6mm Thick silvered float glass copper backed mirrors with polished edges holed for and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork or concrete:			
3	Shower 1060mm x 720mm obscure glass	No	1	
	Carried to Section No. 2 Summary			

	<u>BILL NO. 7: TILING</u>			
	<u>STANDARD PREAMBLES</u>			
	The Tenderer is referred to the "Model Preambles for Trades (2008 Edition) and the Supplementary Preambles" and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates			
	SUPPLEMENTARY PREAMBLES			
	Descriptions:			
	Unless described as fixed with adhesive to plaster, descriptions of tiling on brick or concrete walls, columns, etc., shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc. shall be deemed to include 1:3 plaster bedding.			
	<u>WALL TILING</u>			
	200 x 200mm 'Johnson Matisse range MWB4' - or other approved - matt white glazed ceramic tiles fixed with adhesive to plaster and flush pointed with tinted waterproof jointing compound:			
1	On walls	m ²	53	
2	On walls in isolated panels, splashbacks, etc. (PROVISIONAL).	m ²	10	
3	On narrow widths.	m ²	1	
4	Fair exposed cutting and fitting around pipe not exceeding 50mm internal diameter. (PROVISIONAL).	No.	3	
	<u>CERAMIC FLOOR TILING</u>			
	300 x 300mm 'Margres Pigmentado Granito Preto' - or other approved - ceramic floor tiles in panels, fixed with rapid setting adhesive to bedding (bedding elsewhere) with straight joints in both directions, jointed and flush pointed with grout of an approved colour:			
5	On floors and landings.	m ²	55	
6	Skirting 100mm high of cut tiles.	m	65	

	Glazed ceramic floor mosaics, fixed with adhesive to existing prepared surfaces and flush pointed with tinted waterproof jointing compound:				
7	On shower floors	m ²	3		
8	Circular cutting	m	1		
	Carried to Section No. 2 Summary				
	<u>BILL NO. 8: PLUMBING AND DRAINAGE</u>				
	<u>STANDARD PREAMBLES</u>				
	The Tenderer is referred to the "Model Preambles for Trades (2008 Edition) and the Supplementary Preambles" and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates				
	Note:				
	All notes and supplementary preambles in the various trades shall apply equally to this trade insofar as they are relevant.				
	SUPPLEMENTARY PREAMBLES				
	uPVC pipes and fittings:				
	Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings.				
	Soil, waste and vent pipes and fittings shall be solvent weld jointed.				
	uPVC pressure pipes and fittings:				
	Pipes for water supply shall be of the class stated.				
	Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings.				
	Pipes of 50mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints.				
	Copper pipes:				

	Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be 'Cobra Watertech' type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground.			
	Fixing of pipes:			
	Unless specifically otherwise stated, descriptions of pipes shall be deemed to include for fixing to walls etc. casting in, building in or suspending not exceeding 1m below suspension level.			
	Unless specifically otherwise stated, descriptions of pipes shall FURTHER deemed to include for chasing into new walls etc.			
	Waste unions:			
	Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings.			
	General			
	Descriptions of service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc and to steel pipes (adaptors for connections to copper pipes, etc are given separately			
	<u>SANITARY FITTINGS</u>			
	Vaal' - or other approved:			
1	510 x 405mm white vitreous china basin with two tapholes and with brackets.	No	2	
2	Top-flush close-coupled WC suite 825 x 365 x 665mm white suite comprising pan with double flap heavy duty plastic seat and matching 9 litre cistern.	No	2	
	Manufactured by "Coral" - or similar approved			
3	Bath tub, drainer, mixers, shower arm and shower head, etc. and prepare to receive shower enclosure. 1700 x 700mm straight acrylic bath with waste outlet, overflow grating with coupling and pair of handles, bedded in position.	No	1	

	Manufactured by "Coral" - or similar approved			
	<u>WASTE UNIONS ETC.</u>			
	Cobra Watertech' - or other approved:			
4	32mm Chrome plated slotted basin waste union with anti-theft plug with spindle.	No	2	
5	38mm Chrome plated unslotted bath or sink waste union.	No	1	
	<u>RAIN WATER DISPOSAL</u>			
	uPVC pipes:			
6	125 x 125mm square gutters complete with all clamps	m	60	
7	100mm Diameter rainwater pipes.	m	26	
	<u>ELECTRIC WATER HEATERS</u>			
	Manufactured by "Kwikot" - or similar approved:			
8	DSG-200-5 400KPA superline dual geyser 200 litres.	No	1	
	<u>TRAPS, ETC.</u>			
	Marley' - or other approved:			
9	40mm Deep seal 'P' or 'S' trap.	No	2	
	<u>TAPS, VALVES, ETC</u>			
	Brass:			
10	Garden tap.	No	4	
	Cobra Watertech' - or other approved:			
11	15mm Plumbline Lyra underwall shower mixer CP	No	1	
12	15mm underwall bath/shower mixer CP	No	1	
13	Plumbline shower rose 3-function CP 100mm	No	1	

14	15mm 027 CP shower arm with sliding flange	No	1		
	<u>SANITARY PLUMBING</u>				
	Class 0 copper pipes:				
15	50mm pipe.	m	11		
	Extra over class 0 copper pipes for capillary fittings:				
16	50mm elbow pipe.	No	10		
17	50mm T-Junction.	No	8		
18	50mm soldier straight coupler.	No	4		
	<u>TESTING</u>				
	Testing:				
19	Testing water pipe system.	Item	1		
	Carried to Section No. 2 Summary				
	<u>BILL NO. 9: GLAZING</u>				
	<u>STANDARD PREAMBLES</u>				
	The Tenderer is referred to the "Model Preambles for Trades (2008 Edition) and the Supplementary Preambles" and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates				
	MIRRORS, WINDOWS GLASS ETC.				
	6mm Thick silvered float glass copper backed mirrors with polished edges holed for and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork or concrete:				
1	0.6mm thick clear glass size 470mm x 290mm.	No	2		
2	0.6mm thick clear glass size 950mm x 880mm.	No	1		
	Carried to Section No. 2 Summary				

	<u>BILL NO. 10: PAINTWORK</u>			
	<u>STANDARD PREAMBLES</u>			
	The Tenderer is referred to the "Model Preambles for Trades (2008 Edition) and the Supplementary Preambles" and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates			
	SUPPLEMENTARY PREAMBLES			
	A colour scheme comprising colours and the blending of colours approved by the Principal Agent shall be used for the paintwork, therefor please note that there will be no adjustment of rates for any colour what so ever specified.			
	PREPARATORY WORK TO EXISTING WORK			
	Previously painted plastered surfaces:			
	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.			
	Previously painted metal surfaces:			
	Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal.			
	Previously painted wood surfaces:			
	Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth.			
	<u>ON WOOD</u>			
	Prepare, spot prime defects with wood primer and apply three coats superior quality clear gloss varnish:			
1	On doors	m ²	40	
2	Frames etc not exceeding 300mm girth	m ²	20	

	Sand down, prepare wood surfaces and apply one coat wood primer, one undercoat and two coats of superior quality clear gloss varnish:			
3	On floors.	m ²	90	
4	On skirtings.	m ²	15	
PAINTWORK ETC TO PREVIOUSLY PAINTED WORK				
<u>ON FLOATED PLASTER</u>				
	Prepare, spot prime defects with plaster primer and two coats 'Professional Superior low Sheen' emulsion paint:			
5	On internal walls.	m ²	650	
6	On external walls.	m ²	280	
<u>ON METAL</u>				
	Prepare, spot prime defects with metal primer (UC501) and apply one merit universal undercoat and two coats 'Velvaglo (VLO)' enamel paint:			
7	On steel windows.	m ²	13	
<u>ON FIBRE-CEMENT BOARD SURFACES</u>				
	Prepare surfaces and remove all loose material, apply one coat 'Merit Plaster Primer' and two coats 'Plascon Double Velvet Pure Acrylic' paint or equal and approved:			
8	On new ceilings and cornices.	m ²	30	
9	On existing ceilings and cornices.	m ²	105	
10	On external fascias and barge boards.	m ²	30	
Carried to Section No. 2 Summary				

	<u>SECTION NO. 3: ELECTRICAL INSTALLATION</u>			
	<u>BILL NO. 1: ELECTRICAL WORK</u> <u>(PROVISIONAL)</u>			
	<u>STANDARD PREAMBLES</u>			
	The Tenderer is referred to the "Model Preambles for Trades (2008 Edition) and the Supplementary Preambles" and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates			
	<u>GENERAL</u>			
	Allow for the provision and /or cost of temporary barricades, temporary notices and fees, operating manuals, as built drawings, shop drawings, schematic diagrams, requirements of any regulations and by-laws, certificate of compliance, etc, for the whole of the works (including the work in the previous contract), all as described.			
	Rates for light fittings are to include for hanging, fixing and connecting and for lamp holders and fluorescent tubes and lamps of the type and wattage described			
	<u>Light fittings</u>			
	Rates for light fittings are to include for hanging, fixing and connecting and for lamp holders and fluorescent tubes and lamps of the type and wattage described			
	<u>LIGHT SWITCHES, SOCKET OUTLETS, ETC</u>			
	<u>Light switches, switched socket outlets, etc complete with cover plates fixed in flush boxes:</u>			
1	16A Three-pin 250V grade switched socket outlet to match existing.	No	12	
2	16A 250V Grade Flush mounted two lever one-way light switch.	No	12	
	<u>LUMINARIES AND EQUIPMENT</u>			
	Luminaries or equipment installed and mounted to round boxes in brickwork or ceiling including all fixings, brackets, supports, connectors, connections and lamps, as specified:			
3	Type D1, 18W Ceiling mounted downlighter.	No	19	
	<u>Carried to Final Summary</u>			

Costing Template

Bidders must provide Ezemvelo KZN Wildlife with costing information for the contract duration. The bid price quoted must be inclusive as per the scope of work. Note:

- a) Bidder must complete the pricing as per tables below.
- b) Prices must be provided in South African Rand (R).
- c) Bidder to ensure that the Prices listed below are included on the Total Declared Price.
- d) Bidders who fail to price according to the costing template provided will be disqualified.

Generator	Price
Bill of Quantities No. 1 – Grand Total (VAT inclusive)	R
Bill of Quantities No. 2 – Grand Total (VAT inclusive)	R
TOTAL (Total value of tender)	R

PART C3: SCOPE OF WORKS

C3.1 - SCOPE OF WORKS

1. DESCRIPTION OF THE WORKS

Internal and external renovations and Upgrades of two (2) x staff Houses in St Lucia for Ezemvelo KZN Wildlife

2. EXTENT OF THE WORKS

Internal and external renovations and Upgrades of two (2) x staff Houses in St Lucia, including, but not limited to, tiling on floors, paintwork to walls, repairing some structural defects on walls, changing and fixing some doors and windows, hinges and handles, removing asbestos roofing, installing new roof coverings and ensuring roofs are watertight, insulation to roofs, new ceiling boards and cornices, varnish on doors, new skirtings, new sink cupboards and fixing up worktops, creosoting roof timber members, new bathroom and toilet accessories and new mirrors, new light fittings for ceilings.

3. LOCATION OF THE WORKS

Add in the Location of the work here. Indicate accessibility to and from the site. GPS coordinates for the site: Site No. 1: -28.378731391427923, 32.416578747277704 (78 Kingfisher Street, St Lucia, 3936); Site No. 2: 28°23'07.2"S 32°24'24.6"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 C4: SITE INFORMATION

C4.1 - Site Information

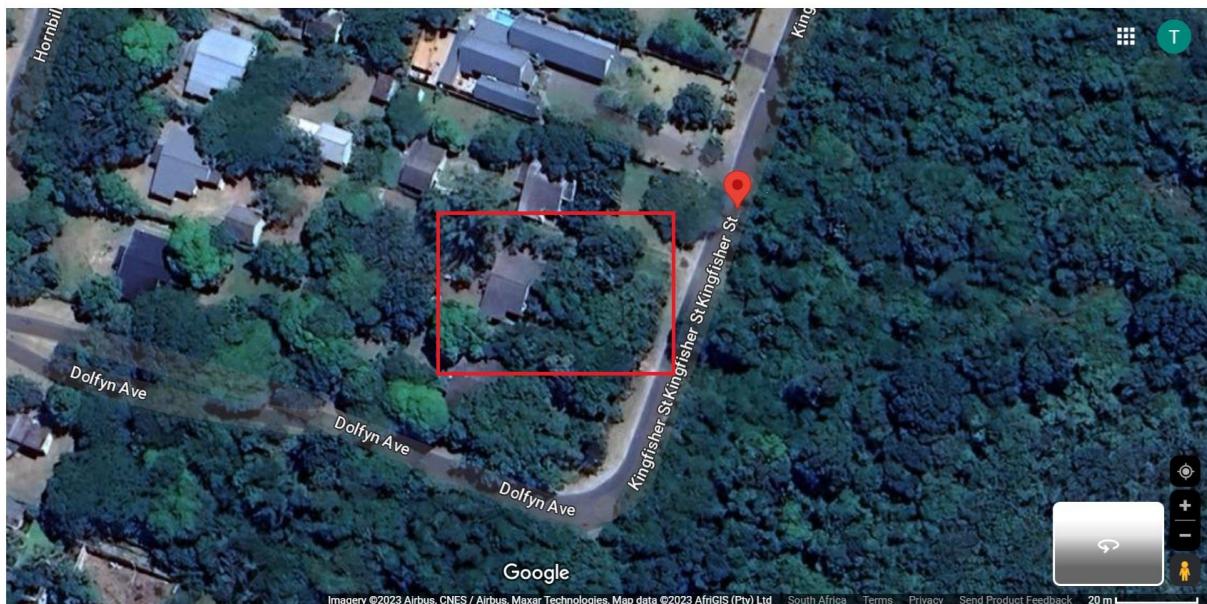
General

a) The site is located at St. Lucia. St Lucia is a settlement in Umkhanyakude District Municipality in the KwaZulu-Natal province of South Africa. GPS coordinates for the site: Site No. 1: -28.378985, 32.416283; Site No. 2: 28°23'07.2"S 32°24'24.6"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.

House No. 1: 78 Kingfisher Street, St Lucia, 3936



House No. 2: 28°23'07.2"S 32°24'24.6"E.

