



INVITATION TO QUOTE

NAME OF BIDDER:	
RFQ NUMBER:	RFQ No.: RFQ 06/07/2026
DESCRIPTION OF GOODS AND SERVICE REQUIRED:	INSTALLATION OF SOLAR PANEL AND MOUNTING OF STEEL STRUCTURE STANDS AT NTSIKENI NATURE RESERVE, EKZNW
REQUIRED CIDB GRADING	IT IS ESTIMATED THAT TENDERERS SHOULD HAVE A CIDB CONTRACTOR GRADING OF 1EB OR HIGHER
BRIEFING REQUIREMENTS	13 AUGUST 2026 TIME: 11:00 NTSIKENI NATURE RESERVE
MANDATORY REQUIREMENT	REFER PAGE 15 FOR MANDATORY REQUIREMENTS
CLOSING DATE AND TIME:	20 AUGUST 2026 11:00am
VALIDITY PERIOD:	90 calendar days (commencing from the Closing Date)
QUOTATION DOCUMENT MUST BE SUBMITTED BY E-MAIL TO:	✓ Quotations must be emailed to procurement@kznwildlife.com before the closing time and date. <u>Failure to send to the above email address will result in your bid being disqualified.</u> ✓ Please state the RFQ number as the reference number on the subject line when responding to the RFQ. ✓ Only Quotations submitted in a PDF format will be considered and failure to comply will invalidate your bid. ✓ Quotations must be submitted in an E-MAIL. If the size of submission is big, the bidder must compress the document into one file (Zip file). Submission of more than one E-MAIL will result in your bid being disqualified.
FOR ATTENTION:	Thembinkosi Mchunu

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, 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 quotation forms be retyped or redrafted.
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 quotation document is accurately completed and accompanied by all relevant certificates and other necessary applicable information. Failure to comply with the same will invalidate your quote.
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. 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.
7. Any alteration made by the bidder must be initialed.
8. For compulsory briefing sessions - Bidders must ensure that during a briefing session, the attendance register is signed. Failure to sign the attendance will result in the bid being disqualified.
9. Quotations must be emailed to procurement@kznwildlife.com before the closing time and date. Failure to send to the above email address will result in your bid being disqualified.
10. **Please state the RFQ number as the reference number on the subject line when responding to the RFQ.**
11. Only Quotations submitted in a PDF format will be considered and failure to comply will invalidate your bid.

AUTHORITY TO SIGN A BID

1. Members of the enterprise must complete this form in full according to the type of enterprise, authorizing the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.
2. In the case of a Sole proprietor, a director may appoint himself/herself if they are the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.
3. The bidder must indicate the enterprise status by indicating **(ticking)** the appropriate box hereunder:

(I) CLOSE CORPORATION	(II) COMPANIES / (PTY) Limited	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	(VII) NON-PROFIT COMPANY
					Incorporated	
					Unincorporated	

4. 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),
 - i. in the enterprise trading as: **(Company name)**
 - ii. hereby authorise Mr/Mrs/Ms **(Name & Surname)**
 - iii. acting in the capacity of **(Position)**
 - iv. whose signature is **(Affix signature)**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)

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:.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE					
RFQ NUMBER:	RFQ 06/07/2026	CLOSING DATE:	20/08/2026	CLOSING TIME:	11:00am
DESCRIPTION	INSTALLATION OF SOLAR PANEL AND MOUNTING OF STEEL STRUCTURE STANDS AT NSIKENI NATURE RESERVE, EKZNW				
BID RESPONSE DOCUMENTS MUST BE E-MAILED TO BELOW ADDRESS:					
Quotations must be emailed to procurement@kznwildlife.com before the closing time and date. Failure to send to the above email address will result in your bid being disqualified.					
Please state the RFQ number as the reference number on the subject line when responding to the RFQ.					
Only Quotations submitted in a PDF format will be considered and failure to comply will invalidate your bid.					
Quotations must be submitted in an E-MAIL. If the size of submission is big, the bidder must compress (Zip file) the document into one file. Submission of more than one E-MAIL will result in your bid being disqualified.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Thembinkosi Mchunu		CONTACT PERSON	Bongiwe Mazibuko	
TELEPHONE NUMBER	033-845-1232		TELEPHONE NUMBER	033-8451912	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	dlamint@kznwildlife.com		E-MAIL ADDRESS	Bongiwe.Mazibuko@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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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

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.

interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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

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.

sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where:

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Weight	Number of points claimed (80/20 system) (To be completed by the tenderer)	Proof to be attached to substantiate points
At least 51% owned by black people.	04		Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. The CSD report must be attached as a proof.
At least 51% owned by black people who are women.	04		Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. The CSD report must be attached as a proof.
At least 51% owned by black people who are youth.	04		Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. The CSD report must be attached as a proof.
At least 51% owned by black people with disabilities.	04		Proof of disability letter from medical doctor or other authorised healthcare professional that confirm a person has a disability
Geographical Location: Harry District Municipality	04		Points will be allocated based on the supplier's preferred address as indicated on the CSD report. The CSD report must be attached as proof. Ezemvelo KZN Wildlife reserves the right to verify this information.

DECLARATION WITH REGARD TO COMPANY/SPV

2.1 Name of company/SPV.....

2.2 Company registration number:

2.3 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium/
☐ One-person business/sole propriety

- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audit alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF BIDDER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	

SPECIAL CONDITIONS OF CONTRACT

1. INTRODUCTION

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the Joint Building Contract Committee (JBCC) Minor Works Edition 5.3 of June 2024 and the following applicable other Special Conditions of Contract.

2. BACKGROUND

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

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

3. Evaluation PHASES

The bid shall be evaluated in Three (03) phases, the details of the evaluation stages are outlined below:

3.1. Phase 1: Administrative Compliance:

- The Entity must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.
- The bidder has made the necessary disclosures on SBD4.
- The bidder must indicate the enterprise status by ticking the appropriate box in the authority to sign. A director may appoint himself/herself if they are the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise. (Details of the authorised representative and their specimen signature must be fully completed in the designated space of the form as well as details and signatures of all directors).
- Bid documents must be properly received on the bid closing date and time specified on the invitation.
- Bidder must ensure compliance with their tax obligations. No tender may be awarded to any tenderer whose tax matters have not been declared by the SARS to be in order.
- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS.
- The bid document must be fully completed, dated, and signed. All signatures must be original.

- The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The bidder or any of its directors/shareholders are not restricted from doing business with government in terms of SCM Practice Note 05 of 2006.
- Compulsory briefing of meeting attendance.
-

3.2. 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 class of **1EB**, or Higher construction works are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- every member of the joint venture is registered with the CIDB.
- the lead partner has a contractor grading designation in the **1EB, or Higher** class of construction works; and
- 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 **1EB or Higher** class of construction works or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

- It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).

NO.	REQUIREMENTS	CONTRACTOR REGISTRATION SERVICE NUMBER (CRS No:)
1.	It is estimated that tenderers should have a CIDB contractor grading of 1EB or higher.	

3.3. Phase 3: Price and preference

- The applicable preference point system for this tender is the 80/20 preference point system.
- Points shall be awarded for price is (80) and (20) for specific goals.
- Points will be allocated based on the percentage of ownership per goal. Information will be verified on CSD. The CSD report must be attached as proof. The specific goals for the tender and points claimed are indicated by the table indicate on the SBD 6.1.

4. AWARD OF CONTRACT

Ezemvelo KZN Wildlife reserves the right to either appoint more than one bidder and/or NOT to make an appointment. The Entity also reserves its right to negotiate the final price of those bids deemed technically compliant.

5. QUOTATION SUBMISSION

Quotations must be emailed to procurement@kznwildlife.com before the closing time and date. Failure to send to the dedicated email address will result in your bid being disqualified. Please state the RFQ number as the reference number on the subject line when responding to the RFQ. **NB: Only Quotations submitted in a PDF format will be considered for evaluation and failure to comply will invalidate your bid.** Quotations must be submitted in an E-MAIL. If the size of submission is big, the bidder must compress the document into one file. Submission of more than one E-MAIL will result in your bid being disqualified. Quotations must be submitted in an E-MAIL. If the size of submission is big, the bidder must compress (Zip file) the document into one file. Submission of more than one E-MAIL will result in your bid being disqualified.

THE CONTRACT

PART C1: AGREEMENT AND DATA

PART C1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONTRACT DATA

C1.3 FORM OF GUARANTEE (PRO FORMA).

C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993(ACT NO 85 OF 1993)

T2.21 - FORM OF OFFER AND ACCEPTANCE

OFFER

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

INSTALLATION OF SOLAR PANEL AND MOUNTING OF STEEL STRUCTURE STANDS AT NSIKENI NATURE RESERVE, EKZNW

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:

1.1.4. Subject:
Details:

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

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

A. PROJECT INFORMATION

Project name	INSTALLATION OF SOLAR PANEL AND MOUNTING OF STEEL STRUCTURE STANDS AT NSIKENI NATURE RESERVE, EKZNW
Reference number	
Work description	INSTALLATION OF SOLAR PANEL AND MOUNTING OF STEEL STRUCTURE STANDS AT NSIKENI NATURE RESERVE, EKZNW

A 2.0 Site [1.1]

Erf/ stand number	
Township/ suburb	Ntsikeni Nature Reserve
Site address	Southern Drakensburg
Local authority	UKhahlamba Local Municipality

A 3.0 Employer [1.1]

Name	Ezemvelo KZN Wildlife		
Legal entity of above	Ezemvelo KZN Wildlife	Contact person	Ms Bongiwe Shabalala
Business registration number	N/A	Telephone number	033 845 1912
VAT/ GST number	N/A	Mobile number	N/A
Country	South Africa	E-mail	mazibukb@kznwildlife.co.m
Postal address	P O Box 13053, Cascades, Pietermaritzburg		
		Postal code	3202
Physical address	1 Peter Brown Drive, Montrose, Pietermaritzburg		
		Postal code	3201

A 4.0 Principal agent [1.1; 5.1]

Name	Ezemvelo KZN Wildlife		
Legal entity of above	Ezemvelo KZN Wildlife	Contact person	Ms Bongiwe Shabalala
Practice number	N/A	Telephone number	033 845 1912
		Mobile number	N/A
Country	South Africa	E-mail	mazibukb@kznwildlife.co.m
Postal address	P O Box 13053, Cascades, Pietermaritzburg		
		Postal code	3202
Physical address	1 Peter Brown Drive, Montrose, Pietermaritzburg		
		Postal code	3201

B CONTRACT INFORMATION

B 1.0 Definition [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work
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B 2.0 Law, regulations and notices

Law applicable to the works, state country [2.1]	South Africa
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B3.0 Offer and acceptance [3.0]

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

The original signed agreement is to be held by the principal agent [4.2] if not, indicated by whom	EKZNW
Number of copies of construction information issued to the contractor at nocost[4.5]	1

Documents comprising the agreement	Page numbers
The JBCC Minor Works Agreement Edition 5.2 May 2018	1 to 19
The JBCC Minor Works Agreement – Contract data, Edition 5.2 May 2018	1 to 11
The JBCC General Preliminaries for use with the JBCC Minor Works Agreement Edition 5.2 May 2018	1 to 7

Contract drawing - description	Number	Revision	Date
N/A			

B 5.0 Employer's agents [5.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [5.2]

None

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

Not applicable

B 6.0 Insurance [8.0]

Insurance by employer			Amount including tax	Deductible amount including tax
Contract with insurance:				
	New works [8.2.1] contract sum or amount		Not applicable	
	Works with alterations and additions [8.2.1] (reinstatement value of existing structure with or including new works		Contract Sum + 20%	R20,000
OR	Direct contractors [13.0] where applicable, to be included in the contract works insurance		Not applicable	
	Free issue [10.1.12] where applicable, to be included in the contract works insurance		Not applicable	
	Escalation, professional fees and reinstatement costs if not included above		Not applicable	
The total of the above contract works insurance amount			Contract Sum + 20%	
Supplementary insurance [8.2.2]			R 1,000,000	R10,000
Public liability insurance [8.2.4]			R 2,000,000	R20,000
Other insurances [8.2.5]				
Yes/No?	No	If yes description		
Yes/No?	No	If yes description		

B 7.0 Obligation of the employer [10.1]

Existing premises will be use and occupied [10.1.3]	Yes/ No	Yes
If yes description	The building will be occupied, but not area of works.	
Restriction of working hours [10.1.3]	Yes/ No	Yes
If yes description	Work with high volume of noise that may disturb the rest of the operations the building will need to executed after hours or weekend.	
Natural features and known services to be preserved by the contractor[10.1.4]	Yes/ No	Yes
If yes description	All services uncovered on site will not be moved and/or terminated without a prior approval of the Principal Agent	
Restriction to the site or areas that the contractor may occupy [10.1.5]	Yes/ No	Yes
If yes description	All areas outside the area of work.	
Supply of free issue[10.1.12]	Yes/ No	No
If yes description		

B 8.0 Direct contractors [13.0]

Extent of work [10.1.13]	Not applicable
Extent of work [10.1.13]	Not applicable
Extent of work [10.1.13]	Not applicable
Extent of work [10.1.13]	Not applicable
Extent of work [10.1.13]	Not applicable

B 7.0 Obligation of the employer [10.1]**B 9.0 Possession of site [10.16] practical completion [15.0:17.0] and penalties [18.0]**

Practical completion for the works as whole	Intended date of possession of the site [10.1.6]	Period inspection by the principal agent [15.3]	Date for practical completion [15.1.1]	Penalty [15.1]
	Date	Working days	Date	Penalty amount per calendar day
	TBA	7 days	3 calendar months after site handover	R 500 per day

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

Not applicable

B 10.0 Payment [19.0]

Date of month for issue of regular payment certificate [19.2]	25 th of the month
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B 11.0 Dispute resolution [22.0]

Adjudication [22.5.1] Name of nominating body	Association of arbitrator
Application rules for adjudication [22.5.2]	Current at time of tender
Arbitration [22.6.4] Name of nominating body	Association of arbitrator
Application rules for adjudication [22.6.5]	Current at time of tender

B 12.0 JBCC general preliminaries- selections

Provisional rule of quantities [P2.2]	Yes/ No?	Yes	
Availability of construction information [P2.3]	Yes/ No?	Yes	
Previous work – dimensional details [P3.1]	accuracy –	Not applicable	
Previous work – defects- details [P3.2]		Applicable	
Inspection of adjoining properties – details [P3.3]		Applicable	
Handover of site in stages – specific requirements [P4.1]		Not Applicable	
Enclosure of the works – specific requirements [P4.2]		Applicable	
Geotechnical and other investigations – specific requirements [P4.3]		Not Applicable	
Existing premises occupied – details [P4.5]		Applicable	
Services- known- specific requirements [P4.6]		Applicable	
Water [P8.1]	By contractor	Yes/ No?	Yes
	By employer	Yes/ No?	No
	By employer - metered	Yes/ No?	No
Electrical [8.2]	By contractor	Yes/ No?	Yes
	By employer	Yes/ No?	No
	By employer- metered	Yes/ No?	No
Ablution and welfare facilities [P8.4]	By contractor	Yes/ No?	Yes
	By employer	Yes/ No?	No
Communication facilities – specific requirements		Applicable	
Protection of the works – specific requirement [11.1]		Applicable	
Protection / isolation of existing works and works occupies in section – specific requirements [111.2]		Applicable	
Disturbance – specific requirements [P11.5]		Applicable	
Environmental disturbance requirements [P11.6]	– specific	Applicable	

Reference may be made to other documents forming part of this agreement
Refer to Annexure-A, Specific Preliminaries for use with the 2018 JBCC MWA edition 5.2

C TENDER CLOSING

Tender closing information is described in the cover page of the tender document
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TENDERER'S SELECTION

D 1.0 Securities [9.0]

Guarantee for construction: selected option is B

Option A	Guarantee for construction (variable) by contractor [9.1.1]
----------	---

Option B	Payment reduction [9.1.2]
----------	---------------------------

Guarantee for payment by employer [9.2]	Amount	
---	--------	--

Advance payment, subject to a guarantee for advance payment [9.4]	Amount	
---	--------	--

D 2.0 Contractors annual holiday period during the construction period

Year 1	contractors	annual holiday period	Start date	15/12/2026	End date	15/01/2027
Year 2	contractors	annual holiday period	Start date		End date	
Year 3	contractors	annual holiday period	Start date		End date	

D 3.0 Payment of preliminaries [19.0]

Select option A or ☐ B where the contractor does not select an option, option A shall apply

D 4.0 adjustment of preliminaries [20.6.3]

Select option A or B where the contractor does not select an option, option A shall apply

PAYMENT AND ADJUSTMENT OF PRELIMINARIES
Payment of Preliminaries The payment of preliminaries related to minor works shall be according to Option A only: Option A Assessed by the principal agent as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the contract sum excluding:

- The amount for preliminaries
 - Any contingencies
- All inclusive of **tax**

Option B (Not Applicable)

Adjustment of Preliminaries

The amount or items of preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time and/or value have on preliminaries. Such an adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Option A and shall preclude any further adjustment of preliminaries.

Adjustment of preliminaries in terms of Option A shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**. The adjustment of preliminaries shall be based on the option as selected in the **contractor's** quote.

For the adjustment of the preliminaries both the contract sum and the contract value shall exclude:

- The amount of preliminaries
 - Any contingency sum
- All inclusive of **tax**

Option A

The amount of preliminaries shall be adjusted in the following categories:

- An amount which shall not be varied
- An amount which shall be varied in proportion to the **contract value** as compared with the **contract sum**
- An amount which shall be varied in proportion to the **construction period** as compared to the initial construction period excluding revisions to the **construction period** for which the **contractor** is not entitled to adjustment of the **contract value** in terms of the **agreement**

The contractor shall, within fifteen (15) working days of taking possession of the **site**, give the **principal agent** a breakdown, subdivided onto the above categories, of the amount for preliminaries in tabulated form, all to the satisfaction of the **principal agent**. Should the **contractor** fail to provide such information within the period stipulated then the amount for the preliminaries shall be deemed to be subdivided into the following proportions:

- 10% (ten per cent) which amount shall not be varied
- 15% (fifteen per cent) which amount shall be varied in proportion to the **contract value** as compared with the **contract sum**
- 75% (seventy-five per cent) which amount shall be varied in proportion to the **construction period** as compared with the initial **construction period**

For a lump sum document, should the contractor fail to identify the amount for preliminaries, then such an amount shall be deemed to be 7.5% (seven and a half per cent) of the contract sum excluding any contingency sum inclusive of **tax**.

Payment certificate cash flow

The contractor shall provide all reasonable assistance to the **principal agent** in the preparation of cash flow projections of claims for **payment certificates** where required by the **employer**. The projections shall be based on the **programme** and shall be updated as and when the **programme** requires updating. The cooperation of the **contractor** in terms of this item shall not prejudice his right to receive payment in terms of the **agreement**.

Meetings at which **contract minutes** are recorded shall be held:

BI-WEEKLY

[State
Period]

Valuations date for payments shall be on:

30th

Of the
month

EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS

Changes (if any) in terms of the Employer's Contract Data are accepted :

YES

[Yes/No]

Where "Yes" an addendum referenced to this clause is to be attached should the space provided be insufficient.

1. See paragraph 5.3 above for clauses that are not applicable to this contract.

2. _____

3. _____

4. _____

THE QUOTE

The accepted **contract sum** inclusive of **Value Added Tax** is:

R

**Amount in
words:**

SIGNATURES OF THE CONTRACTING PARTIES

We the **Employer** and **Contractor** accept the above conditions and the offer in terms of 5.0 and hereby enter into a contract for the execution and completion of the **works**. This agreement is the entire contract between the parties regarding the matters addressed herein. No representation, term, condition, or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the parties.

Thus done and signed at.....on
.....of.....2026....

Name of signatory

Capacity of
signatory

for and behalf of the **Employer** who by
signature hereof warrants authorisation
hereto

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

Project:

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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 (toolbox 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 Persons at all times.
- d) The requirements as per section 13 of the Construction Regulations are adhered to.

2.4.3 Edge Protection and Penetrations

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

2.4.4 Explosives and Blasting

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

2.4.5 Piling

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

2.4.6 Stacking of Materials

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

2.4.7 Speed Restrictions and Protection

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

2.4.8 Hazardous Chemical Substances (HCS)

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

2.4.9 Asbestos

Not applicable

2.5 Plant and Machinery

2.5.1 Construction Plant

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

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

2.5.2 Pressure Equipment Regulations and Gas Bottles

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

- Providing competency and awareness training to the operators.
- Providing PPE or clothing.
- Inspect equipment regularly and keep records of inspections.
- Providing appropriate firefighting 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 firefighting 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

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

2.5.6 Formwork and Support work for Structures

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

2.5.7 Lifting Machines and Tackle

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

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

2.5.8 Ladders and Ladder Work

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

2.5.9 General Machinery

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

2.5.10 Portable Electrical Tools and Explosive Powered Tools

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

The Contractor shall consider the following:

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

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2.5.11 High Voltage Electrical Equipment

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

2.5.12 Public and Site Visitor Health & Safety

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

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

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

2.5.13 Night Work

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

2.5.14 Transport of Workers

The Principal Contractor and other Contractors shall not:

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

2.6 Occupational Health

2.6.1 Occupational Hygiene

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

2.6.2 Welfare Facilities

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

2.6.3 Alcohol and other Drugs

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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:

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 Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regs.	Before commencement on site
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with H&S plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan

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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:

ANNEXURE B

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

Appointment	OHS 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:

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		• 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 on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines, equipment & tackle.
Scaffolding Inspector	SABS 085	A competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding erector	GSR 13D	A competent person to erect scaffolding.
Scaffolding supervisor	SABS 085	A competent person to supervise scaffolding.
Formwork & support work inspector	CR 12	A competent person to inspect formwork & support work.
Excavation Inspector	CR 13	A competent person to inspect excavation work and ensure that approved safe working procedures. Are followed at all times.
Ladder Inspector	GSR 13A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record.
Stacking Supervisor	CR 28	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 21	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electrical installations supervisor	CR 24	A competent person to control all temporary electrical installations.
Fire-fighting equipment inspector	CR 29	A competent person to inspect fire-fighting equipment.

OTHER REQUIREMENTS

Project:

ANNEXURE C

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

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: - 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: - Scaffolding - Excavations - Formwork & support work - Explosive tools	
General Inspections	Monthly	- 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	Ongoing	Table a report of all signed up Mandataries.	

Manadatory Agreement			
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CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

(* = delete whatever is not applicable)
4. Details of resources I propose:

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

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

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...

.....

...

(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)

RESERVE RULES FOR CONTRACTORS

1. No person may leave or enter the Protected Area after set Gate closing hours without authorisation from the Officer in Charge or responsible Park Manager (OIC) of the Protected Area. The Gate opening and closing times may be seasonal and must be strictly adhered to.
2. No person may enter or exit the Protected Area except through an agreed designated point but, irrespective of whether or not a designated point is used the person will be bound by these Rules.
3. Should the Contractor wish to enter the Protected Area for business purposes after hours, this must be pre-arranged with the OIC of the Protected Area and the necessary authority obtained in advance. There shall be no after-hours access for private purposes.
4. Night driving in the Protected Area is prohibited unless on official business with appropriate prior authority from the OIC of the Protected Area.
5. No vehicle may leave the designated roads without the express permission of the OIC of the Protected Area.
6. Access to the Protected Area and construction sites within the Protected Area shall be by official work vehicles. No children shall be permitted entry to the construction areas.

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7. All construction related activities must be conducted in accordance with the Reserve Rules, applicable legislation and the care due to a Protected Area.
8. All Reserve Rules must be adhered to by contractors, subcontractors and staff (this includes behaviour, disturbance and access). The lead contractor will be held responsible for subcontractors and their staff, although this does not prevent legal action being taken directly against the perpetrators.
9. Staff and subcontractors may be refused entrance from the Protected Area should they fail to comply with the EMPr, Reserve Rules or relevant legislation.
10. The principle of Minimum Tools applies within Protected Areas, both during construction work and rehabilitation work. Essentially this requires that the tools used are those that have the least impact on the environment. The contractor must designate a list of materials and tools/equipment/machinery/vehicles to Ezemvelo prior to starting work on site.
11. It must be clearly understood that the National Road Traffic Act applies to the Protected Area roads and will be enforced where necessary, in particular:
 - Non-licensed drivers will not be tolerated.
 - No person shall enter, drive or operate in the Protected Area, a motor vehicle that is not lawfully registered and licensed, in terms of the National Road Traffic Act (NRTA).
12. No person shall enter with or operate any vehicle other than a vehicle that conforms to the dimensions and other requirements prescribed by Ezemvelo. Special permission is required for construction type vehicles and the route to be followed may be specified in order to protect roads or avoid disturbance to visitors or particular species.
13. Drive, park or stop in such a manner that it constitutes a nuisance, disturbance, inconvenience or danger to any other person, causes an obstruction, blocks the pathway of an emergency vehicle or causes damages of any kind including damage to plants.
14. Tourists have right of way and every effort should be made not to inconvenience them by inconsiderate driving or speeding. Tourists reporting such incidents will have their complaints fully investigated and offenders will be held accountable.
15. The maximum speed limit in the Reserve is 40 km/h unless indicated as a slower speed.
16. No-one is permitted to damage or potentially damage any road or property within the Protected Area without prior permission from the OIC of the Protected Area.
17. No one may damage, hurt or endanger any animal, human being, plant or property of Ezemvelo KZN Wildlife. No animal or plant may be disturbed, removed or harmed. No rocks may be defaced. It is forbidden to feed the animals.
18. Any person who causes any damage to any property within the Protected Area or to any animal or plant in the Protected Area shall be liable for the costs or repair or replacement of such property or the costs of treatment of such animal or plant. In addition the offending person may be prosecuted.
19. Littering and pollution is prohibited. No person may discard any article, including cigarette ends, or refuse of whatever nature, except in receptacles and containers provided specifically for this purpose. All other refuse or litter must be kept and removed from the Protected Area.
20. Designated toilets must be provided and only these may be used for ablutions.
21. No one may discard any burning object in any place where it may set fire to any other object or otherwise act in a manner likely to cause a fire other than where the making of a fire is specifically permitted. No open fires are permitted and the use of gas must be by prior arrangement with the OIC of the Protected Area.

22. No firearms will be permitted into the Protected Area. Any person wishing to bring a firearm into the Protected Area or construction site must make prior arrangement with the OIC of the Protected Area.
23. No animals are to be brought to site or into the Protected Area. No pets are permitted.
24. The consumption of alcohol is prohibited in all areas except booked accommodation and the designated, demarcated contractor's accommodation units.
25. Advertising or trading within the Protected Area is not allowed.
26. Any person to whom special permission of any nature whatsoever may be granted to enter into or reside in the Protected Area shall, in addition to the provisions of the Act, the regulations and these rules, observe all instructions which the OIC may deem fit to issue in connection with such permission.
27. Noise levels are to be kept to approved limits. Machinery must use appropriate silencers and must be well maintained to reduce pollution.
28. Night lighting must be appropriate and directed towards the construction works.
29. No person shall stay or overnight in any part of the Protected Area at any place other than a resort or any other place designated by the Authority for such stay.
30. Overnight security must be with the prior arrangement with the OIC of the Protected Area.
31. Contractors and their staff and sub-contractors must remain within the designated construction sites and access routes at all times.
32. No person shall fail to comply with a lawful instruction issued by the Authority or an officer while inside the Protected Area.
33. Any person who persists in causing a nuisance to any other user of the Protected Area or who persists in disregarding the applicable regulations, rules, notices or lawful instructions of an officer may be required to leave the Protected Area and may be prohibited from re-entering the Protected Area.

PART C2: PRICING DAT

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

The Bidder's prices must be provided in accordance with the scope of work i.e. the prices, rates and quantities to be included in the Pricing Schedule for the work described under several items. An item against which no price is entered will be considered to be covered by prices in the Pricing Schedule. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

The method of measurement herein will be the only method of measurement recognized in connection with this contract.

All equipment or materials used in this contract is to be that which is specified or other approved (other approved means where approval is given by the Head: Works prior to the close of the quotation).

The Pricing Schedule is to indicate VALUE ADDED TAX payable by the Employer separately in addition to the total Quoted prices. The Quotation Offer must indicate prices inclusive of VALUE ADDED TAX.

The Bidders obligation in pricing the Quotation offer and the Employer's undertakings in checking and corrections of arithmetical errors are indicated in the Annexure A - Standard Conditions of Quotation.

The Conditions of Contract referred to in this document must be understood and read by the Contractor and will be taken to apply at all times to the work which this Contract refers. The contractor must allow whatever price or costs he may consider necessary to provide for the carrying out and due observance of the aforesaid Conditions of Contract.

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SECTION 1 – PRELIMINARIES</u>				

BILL NO 1

PRELIMINARIES

BUILDING AGREEMENT AND PRELIMINARIES

The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described

The JBCC Principal Building Agreement contract data form an integral part of this agreement

The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described

The contractor is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause

The clauses in the above mentioned documents are hereinafter referred to by clause number and heading only

Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"

Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents

PREAMBLES FOR TRADES

The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained

Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles

The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications

STRUCTURE OF THIS PRELIMINARIES BILL

Section A :A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement

Section B :A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries

Section C :Any special clauses to meet the particular circumstances of the project

PRICING OF PRELIMINARIES

Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

SECTION A: PRINCIPAL BUILDING AGREEMENT

Interpretation (A1-A7)

Clause 1.0 - Definitions and interpretation Pricing of bills of quantities

2	The contractor is 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 packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities. 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 contractor's omission to price any item will be entertained.				
3	Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary.				
4	Abbreviated descriptions. The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the Principal Agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice.				

	Legal status of contractor If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then: 1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement 2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons 3. The contractor shall not alter its composition or legal status without the prior written consent of the employer				
	F:..... V:..... T:.....	Item			
5	Clause 2.0 - Law, regulations and notices				
	F:..... V:..... T:.....	Item			
6	Clause 3.0 - Offer and acceptance				
	F:..... V:..... T:.....	Item			
7	Clause 4.0 - Cession and assignment				
	F:..... V:..... T:.....	Item			
8	Clause 5.0 – Documents				
	F:..... V:..... T:.....	Item			
9	Clause 6.0 - Employer's agents				
	F:..... V:..... T:.....	Item			
10	Clause 7.0 - Design responsibility				
	F:..... V:..... T:.....	Item			
	Insurances and securities (A8-A11)				
11	Clause 8.0 - Works risk				

	F:..... V:.....T:.....	Item			
12	Clause 9.0 – Indemnities				
	F:..... V:.....T:.....	Item			
13	Clause 10.0 – Insurances				
	F:..... V:.....T:.....	Item			
14	Clause 11.0 – Securities				
	Guarantee for payment				
	The Employer shall not provide to the contractor with a guarantee for payment By virtue of the contractor submitting a tender offer, he is deemed to have waived his lien or right of continuing possession of the works [11.10]				
	Sub-clause 11.10 has been amended to read as follows: "The contractor shall waive his lien or right of continuing possession of the works."				
	Clause 11.0 has been amended to include the following new sub-clauses:Sub-clause 11.11 The guarantee provided by the contractor's Guarantor shall have an expiry date (if stated) no less than 3 months after the practical completion date and shall be extended accordingly should the practical completion date be extended. The cost for same shall be included on the contractor's tender price as no claims for additional cost shall be entertained				
	Sub-clause 11.12 The contractor is required to provide the Employer with a variable construction guarantee with twenty-one (21) calendar days of acceptance of the contractor's tender				
	Sub-clause 11.13 Extension of waiver of lien The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times				

	F:..... V:..... T:.....	Item				
	Execution (A12 - A17)					
15	Clause 12.0 - Obligations of the parties Sub-clause 12.2.6 has been amended to include the following: The programme for the works must be prepared and issued in Microsoft Project Programming Software The contractor shall include a float of 15 working days within the contract period for project delays such as, but not limited to adverse weather conditions, etc., in the programme. Such provisions shall initially be included at the end of the contract period or proportionally allocate at the end of each section for contracts with sectional completion, and shall be monitored by the contractor and agreed with the Principal Agent as and when such delays takes place and shall be recorded in the programme based on actual stoppages when incurred. Revision of the date for Practical Completion shall only be considered once the 15 working days has been fully utilised Sub-clause 12.2.10 has been amended to include the following: The contractor shall be required to maintain, in addition to the approved programme, a comprehensive fortnightly bar-chart programme expanded to reflect anticipated daily activities for the ensuing fourteen (14) days Sub-clause 12.2.18 has been amended to include the following: Office accommodation The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18] The contractorbs site camp shall be equipped with Wi-Fi internet connection which shall be utilised by the contractorbs staff, the client and members of professional team					

	Notice board The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the Principal Agent listing the names and logos of the Employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]				
	F:..... V:.....T:.....	Item			
16	Clause 13.0 - Setting out				
	F:..... V:.....T:.....	Item			
17	Clause 14.0 - Nominated subcontractors				
	F:..... V:.....T:.....	Item			
18	Clause 15.0 - Selected subcontractors				
	F:..... V:.....T:.....	Item			
19	Clause 16.0 - Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall: 1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials 2. Allow the use of personnel welfare facilities, where provided 3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation				

	4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1]				
	F:..... V:.....T:.....	Item			
20	Clause 17.0 - Contract instructions				
	F:..... V:.....T:.....	Item			
	Completion (A18 - A24)				
21	Clause 18.0 - Interim completion				
	F:..... V:.....T:.....	Item			
22	Clause 19.0 - Practical completion				
	Practical CompletionIn respect of practical completion:1. The following certificates of compliance, as applicable shall be required (excluding others that may be required by the local/national authority, etc.) from the contractor to achieve practical completion1.1 Certificates from the contractor that all aspects of the Construction Regulations of 2014 have been complied with1.2 Certificates from the contractor that the National Building Regulations have been complied with1.3 Certificates of compliance with respect to plumbing and drainage installations1.4 Certificates of compliance with respect to electrical and electronic installations1.5 Certificates of compliance with respect to all glazing1.6 Certificates of compliance with respect to structural and civil engineering1.7 Certificates of compliance with respect to roof installation1.8 Certificates of compliance with respect to mechanical installation1.9 Certificate of compliance and fire clearance certificate from the contractor and fire chief respectively1.10 Any other compliance documentation deemed necessary as instructed by the Principal Agent1.11 Three complete sets of approved maintenance and operating manuals together with all workmanship and material warranties and guarantees (to be compiled and issued to the Principal Agent prior to achievement of practical completion for approval) and three complete copies of documents in electronic format2. In order to achieve practical completion of the works and without deviating from the generality of the term practical				

completion, the contractor shall, as a minimum comply with the following basic criteria, as applicable. These criteria should not be regarded as comprehensive but as an expansion of the term practical completion

2.1 Electrical installation is to be completed and fully commissioned permanent power and lighting inclusive of all telephone and data installations

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

2.3 HVAC system installation shall be complete and fully commissioned (except for final adjustments and cooling performance recoding / temperature logging), commissioning reports submitted to the consulting engineer for review and major commissioning defects resolved

2.4 All field controllers, network controllers and network fully commissioned operator terminal installed, graphics loaded and all monitoring points operational on the operator terminal. (Customisation of the BMS time schedules, alarm routing and using the BMS to detect and report faults on other services shall be completed prior to works completion)

2.5 Sprinklers and fire-fighting equipment completed, commissioned tested and operational

3. Health and Safety file

Clause 19.0 has been amended to include the following new sub-clauses: Sub-clause 19.2.3 The contractor shall within five (5) calender days of receipt of the list for practical completion issue a program indicating dates for completion for all listed items

	Sub-clause 19.2.4 In the event that such inspection does not result in the work being accepted as Practically complete then the costs of such inspection and subsequent inspections shall be for the account of the contractor, at a rate of Ten Thousand Rand (R10 000.00) per man hour or part thereof, calculated by multiplying the total of the number of Employerbs agents and Employerbs staff present at each abortive practical completion inspection meeting, i.e. Where practical completion is not achieved, by the time taken for such an inspection until practical completion is achieved. In this regard, the Employer reserves the right to recover such costs in addition to any other remedies it may have in accordance with Clause 27				
	F:..... V:.....T:.....	Item			
23	Clause 20.0 - Completion in sections				
24	F:..... V:.....T:.....	Item			
25	Clause 21.0 - Defects liability period and final completion				
26	Clause 21.0 has been amended to include the following new sub-clauses: Sub-clause 21.13 In the event that the certificate of Final Completion is not issued due to the contractors work not being sufficiently complete then the costs of such inspection and subsequent inspections shall be for the account of the contractor, at a rate of Ten Thousand Rand (R10 000.00) per man hour or part thereof, calculated by multiplying the total of the number of Employerbs agents and Employerbs staff present at each abortive final completion inspection meeting, i.e. Where final completion is not achieved in terms of 21.6, by the time taken for such an inspection until final completion is achieved. In this regard, the Employer reserves the right to recover such costs in accordance with Clause 27				

27	Sub-clause 21.14 Notwithstanding [21.2], where the contractor fails to rectify/attend to outstanding works or defects on the list for completion, list for final completion or latent defects that appear before the issue of certificate of final completion and where the contractor remains in default, the Employer may engage others to carry out said outstanding works or defects and recover expense and/or loss incurred [27] F:..... V:..... T:.....	Item				
28	Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	Item				
29	Clause 23.0 - Revision of the date for practical completion Sub-clause 23.1 has been amended to include the following new sub-clause: Sub-clause 23.1.7 Delayed possession of site [12.1.5] Sub-clause 23.2 has been amended to omit the following sub-clause: Sub-clause 23.2.1 Delayed possession of the site [12.1.5] Clause 23.0 has been amended to include the following new sub-clauses: Sub-clause 23.9 Notwithstanding, sub-clause(s) 23.1 to 23.8 a revision to the practical completion date will only be considered for work on the critical path of the contractual programme or the revised contractual programme, as applicable Any revised programme, in order to be considered as a contractual programme, must be approved by the Principal Agent in writing, prior to it becoming effective F:..... V:..... T:.....	Item				
30	Clause 24.0 - Penalty for late or non-completion F:..... V:..... T:.....	Item				
Payment (A25 - A27)						

31	Clause 25.0 – Payment Sub-clause 25.1 has been amended to include the following: The contractor shall submit the following information on a monthly basis to the Principal Agent and Quantity Surveyor in order to assist with the processing of the payment certificate and the preparation of the empowerment report: B7 A detailed breakdown of the work done. (The work breakdown must be referenced strictly in accordance with the Tender Document or the detailed Priced Bills of Quantities, as applicable.) B7 A detailed breakdown of all variation order costs claimed (With specific reference to work done by the Principal Building Contractor) in the certificate concerned, together with copies of the relevant contract instructions B7 A detailed breakdown of the work done by each sub-contractor. (The work breakdown must be referenced strictly in accordance with the Tender Document or the detailed Priced Bills of Quantities, as applicable.) B7 A detailed breakdown of all variation order costs claimed in the certificate concerned for sub-contract work, together with copies of the relevant contract instructions B7 A written declaration authenticated by the contracts manager confirming, that the payment claims for work done by sub-contractors has been audited and amended by the contractor's quantity surveyor, prior to it being forwarded to the Principal Agent and Quantity Surveyor for evaluation B7 If applicable, a combined empowerment report which shall include reports on contractor and sub-contractor compliance, in accordance with the format required by the empowerment manager. In this regard, the combined, contractor and sub-contractor empowerment report must contain an affidavit certifying that all information contained the report as being true and correct and must be authenticated by the contractor and a commissioner of oaths. The combined reports must also state that the contractor has checked and verified that all information submitted by sub-contractors is true and correct B7 Tax invoice: the contractor shall attach a tax invoice as prescribed in the Value Added Tax Legislation to each payment certificate when presenting the certificate to the employer for payment. Such tax invoices shall correctly reflect the prescribed information and the amounts shall match precisely the amounts included in the payment certificate. Should the contractor fail to comply with these requirements, the date of presentation of the certificate shall be deemed to be delayed at the contractor's default until such time as the requirements are met Should anyone or any combination of the above requirements not be complied with, the Principal Agent reserves the right to exclude any amounts that				
32					

	may have been due for certification from the payment certificate concerned and/ or delay the issue of payment certificates and/ or, revise the contractual payment date, as applicable, until such time compliance is achieved				
33	Sub-clause 25.4 has been amended to include the following: Where the Employer agrees to pay for materials on/off site, the contractor shall be required to provide the Principal Agent with the necessary forms for cession of ownership for such materials, with the necessary delivery notes and invoices (where applicable) Sub-clause 25.10 has been amended as follows: Replace the words bfourteen (14) calendar daysbwith bforty (40) calendar daysb F:..... V:..... T:.....	Item			
34	Clause 26.0 - Adjustment of the contract value and final account				

35	Sub-clause 26.1 has been amended to include the following: Contract Instructions Instructions given by the Employer's agents in relation to the contract works, shall, irrespective of the format or wording of such instructions, not indicate that the work involved represents an extra or variation and shall not be deemed to be acceptance of any prices or quotations contained in any correspondence It is recorded that only the quantity surveyor where appointed by the employer for quantity surveying services is empowered, to rule whether any instructions issued constitutes an extra or not and, to resolve cost aspects of any matter pertaining to this contract				
	F:..... V:.....T:.....	Item			
36	Clause 27.0 - Recovery of expense and/or loss				
	F:..... V:.....T:.....	Item			
	Suspension and termination (A28 - A29)				
37	Clause 28.0 - Suspension by the contractor				
	F:..... V:.....T:.....	Item			
38	Clause 29.0 – Termination				
	F:..... V:.....T:.....	Item			
	Dispute resolution (A30)				
39	Clause 30.0 - Dispute resolution				
	F:..... V:.....T:.....	Item			
40	Agreement The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties				
	F:..... V:.....T:.....	Item			

41	Contract data Tenderer's selections Before submission of his Tender the contractor is to complete the Tenderer's selections in the contract data F:..... V:.....T:..... <u>SECTION B: GENERAL PRELIMINARIES</u> Definitions and interpretation (B1)	Item				
42	Clause 1.1 – Definitions F:..... V:.....T:.....	Item				
43	Clause 1.2 – Interpretation F:..... V:.....T:..... Documents (B2)	Item				
44	Clause 2.1 - Checking of documents Sub-clause 2.1 refers bthe following is to be added after the words bwritten directiveb: The items in these Bills of Quantities are to be read and priced in conjunction with, and the descriptions regarded as amplified by the General Preambles for Trades 2017 as recommended and published by the Association of South African Quantity Surveyors, 2017 edition, and no claim arising from brevity of description of items fully described in the said General Preambles for Trades 2017 and Supplementary documentation will be entertained. Notwithstanding the issue of the tender drawings, it will remain the responsibility of the Tenderer to study all available drawings at the offices of the Principal Agent during normal working hours in order to acquaint himself with all the cost implications of the design, programming, phasing, etc					

	F:..... V:..... T:.....	Item				
45	Clause 2.2 - Provisional bills of quantities					
	F:..... V:..... T:.....	Item				
46	Clause 2.3 - Availability of construction information					
	F:..... V:..... T:.....	Item				
47	Clause 2.4 - Ordering of materials and goods					
	F:..... V:..... T:.....	Item				
	Previous work and adjoining properties (B3)					
48	Clause 3.1 - Previous work - dimensional accuracy					
	F:..... V:..... T:.....	Item				
49	Clause 3.2 - Previous work – defects					
	F:..... V:..... T:.....	Item				
50	Clause 3.3 - Inspection of adjoining properties					
	F:..... V:..... T:.....	Item				
	The site (B4)					
51	Clause 4.1 - Handover of site in stages	Item				
	F:..... V:..... T:.....	Item				
52	Clause 4.2 - Enclosure of the works					
	F:..... V:..... T:.....	Item				

53	Clause 4.3 - Geotechnical and other investigations				
	F:..... V:..... T:.....	Item			
54	Clause 4.4 – Encroachments				
	F:..... V:..... T:.....	Item			
55	Clause 4.5 - Existing premises occupied				
	F:..... V:..... T:.....	Item			
56	Clause 4.6 - Services - known The contractor shall consult the Principal Agent before disconnecting any services. The contractor shall take special care not to damage any existing services that could have been foreseen or what have been shown to him by the Principal Agent. Damage to this services shall be for the contractor's account				
	F:..... V:..... T:.....	Item			
	Management of contract (B5)				
57	Clause 5.1 - Management of the works				
	F:..... V:..... T:.....	Item			
58	Clause 5.2 - Progress meetings				
	F:..... V:..... T:.....	Item			
59	Clause 5.3 - Technical meetings				
	F:..... V:..... T:.....	Item			

60	Clause 5 has been amended to include the following new sub-clause: Sub-clause 5.4 - Daily records The contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day At the end of each week the contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works				
	F:..... V:..... T:..... Samples, shop drawings and manufacturer's instructions (B6)	Item			
61	Clause 6.1 - Samples of materials All material samples and colour samples must be submitted to the Principal Agent for selections and approval of the colour, shape and finish including mechanical, electrical and plumbing equipment that will be visible. The samples shall be provided in A4 size unless otherwise agreed. General samples shall be provided for Principal Agent/Employer to choose from each type of finish The Principal Agent/Employer may reject all or part of the submitted samples and request for additional selections if the first submission are not acceptable All samples must be kept in a sample room to be provided by the contractor for reference Sample Board: The contractor shall provide a board(s) of approved samples and make available one set at the site (sample room) and one for the Employer				
	F:..... V:..... T:.....	Item			

62	Clause 6.2 - Workmanship samples Sub-clause 6.2 has been amended to include the following: The contractor shall provide a mock-up of all finished surfaces prior to commencement of the relevant work. The contractor shall only be permitted to commence with the relevant scope of work, on approval of the mock-up by the Principal Agent or its designated representative F:..... V:.....T:.....	Item				
63	Clause 6.3 - Shop drawings					
64	Sub-clause 6.3 refers the following is to be added after the words 'and/or approval' Shop drawings shall be submitted to the principal agents for approval at least ten (10) working days weeks prior to the date on which such approval is required in order to comply with the programme All submissions shall be prepared in accordance with the contract drawings and specifications and/or any Principal Agents instructions and any deviation shall be specifically highlighted in writing, with a detailed explanation of the reason for such deviation, together with any cost and/or time implications. Delays in approval of shop drawings due to non compliance with drawings, specifications and/or Principal Agentbs instruction shall not constitute grounds for any claims for delay, extension of time and the like.					
65	Sub-clause 6.3.1 has been amended as follows: Replace the words btwo (2) copiesbwith bfour (4) copiesbunder bullet point number 6 F:..... V:.....T:.....	Item				
66	Clause 6.4 - Compliance with manufacturer's instructions F:..... V:.....T:.....	Item				
	Deposits and fees (B7)					
67	Clause 7.1 - Deposits and fees					

	F:..... V:..... T:.....	Item			
	Temporary services (B8)				
68	Clause 8.1 – Water				
	F:..... V:..... T:.....	Item			
69	Clause 8.2 – Electricity				
	F:..... V:..... T:.....	Item			
70	Clause 8.3 - Ablution and welfare facilities				
	F:..... V:..... T:.....	Item			
71	Clause 8.4 - Communication facilities				
	F:..... V:..... T:.....	Item			
	Prime cost amounts (B9)				
72	Clause 9.1 - Responsibility for prime cost amounts				
	F:..... V:..... T:.....	Item			
	Attendance on subcontractors (B10)				
73	Clause 10.1 - General attendance				
	F:..... V:..... T:.....	Item			
74	Clause 10.2 - Special attendance Sub-clause 10.2 has been amended to include the following: The Tenderer shall examine all drawings and information pertaining to the works as a whole and shall provide all necessary special attendance resources required for the due and proper execution and completion of all sub-contract works				

	F:..... V:..... T:.....	Item			
	General (B11)				
75	Clause 11.1 - Protection of the works				
	F:..... V:..... T:.....	Item			
76	Clause 11.2 - Protection/isolation of existing works and works occupied in sections				
	F:..... V:..... T:.....	Item			
77	Clause 11.3 - Security of the works				
	F:..... V:..... T:.....	Item			
78	Clause 11.4 - Notice before covering work				
	F:..... V:..... T:.....	Item			
79	Clause 11.5 – Disturbance				
	F:..... V:..... T:.....	Item			
80	Clause 11.6 - Environmental disturbance				
	F:..... V:..... T:.....	Item			

81	Clause 11.7 - Works cleaning and clearing Disposal of Waste Material, etc. The contractor shall provide appropriate equipment (such as chutes, if required), etc., for the rapid removal of waste material, etc., at points as agreed with the Principal Agent in writing. In addition, the contractor is to provide for adequate waste skips for the disposal of such material to be located in positions as advised by the Principal Agent in writing The contractor shall ensure that there is a maximum of a twenty four (24) hour turn-around time for the removal of all full waste skips from site. The contractor further acknowledges that the Employer reserves the right to appoint others to remove waste material and waste skips from site, should the contractor fail to meet the twenty four (24) hour turn-around time and that such costs shall be deducted from amounts due to the contractor					
	F:..... V:..... T:.....	Item				
82	Clause 11.8 – Vermin					
	F:..... V:..... T:.....	Item				
83	Clause 11.9 - Overhand work					
	F:..... V:..... T:.....	Item				
84	Clause 11.10 - Tenant installations					
	F:..... V:..... T:.....	Item				
85	Clause 11.11 – Advertising					
	F:..... V:..... T:.....	Item				
	<u>SECTION C: SPECIFIC PRELIMINARIES</u>					

86	Health and Safety Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works (annexed to these bills of quantities) and that the Employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1] The contractor shall: 1. Comply with the health and safety specification for the works 2. Prepare and agree with the health and safety consultant the health and safety plan for the works 3. Cooperate with the health and safety consultant in all respects 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification 5. Conform to the conditions contained in the Employer's health and safety specification 6. The contractor shall price section D of the preliminaries and allow opposite each item for all costs associated in connection with the health and safety specification F:..... V:.....T:.....	Item				
87	As Built Drawings The contractor shall accurately record the details of the electrical, mechanical, security, fire installation, water reticulation details, construction breaks, etc., on drawings and issue same to the Principal Agent and the relevant agent for record purposes F:..... V:.....T:.....	Item				
88	Personal Protective EquipmentThe contractor shall provide and keep on site an adequate supply of clean safety helmets and reflective vests for the use of all professional personnel and all authorised visitors F:..... V:.....T:.....	Item				

89	Site Access for and Management of Direct Contracts The contractor shall allow direct contractors appointed by the Employer to access the site to execute work which does not form part of the Principal Building Agreement, concurrently with that of its (the principal building contractor), work. In this regard, the contractor shall provide any necessary assistance (e.g. ensuring placement of material orders, monitoring the manufacturing process, monitoring of raw materials availability, programming of works, etc.), to the principal agent in respect of management of any direct contracts. In this regard, is shall be deemed that all allowances have been made in the contract amount to ensure compliance with this clause F:..... V:.....T:.....	Item				
90	Precontract Engagement Contractors shall be engaged prior to issuance of site possession to facilitate all necessary precontract work which shall include the construction work permit application, procurement of specialist sub-contractors, finalisation of contract and any design coordination between the contractor and the professional team. Contractors will be required to make the necessary allowances for such work during this period as no claims for additional preliminaries will be entertained F:..... V:.....T:.....	Item				
91	Community Liaison Officer (CLO) Contract Provisions	Item				
92	Tender Data Schedule F:..... V:.....T:.....	Item				
93	General Conditions of Contract F:..... V:.....T:.....	Item				
94	Special Conditions of Contract F:..... V:.....T:.....	Item				
95	Contract Data F:..... V:.....T:.....	Item				

SUMMARY OF CATEGORIES					
Category : Fixed R.....					
Category : Value R.....					
Category : Time R.....					
Total for Preliminaries carried to Final Summary					

Item	Description	Unit	Quantity	Rate	Amount
	Supplementary Preambles				
	The following items must be priced in strict accordance with the technical specification document				
1.1	The Contractor must provide a guarantee period of 2 year on all equipment & materials, starting from date of final commissioning	Item	1		
1.2	Health and Safety requirements	Item	1		
2	MOUNTING STRUCTURE FOR SOLAR PANELS				

2.1	Foundation works, including excavation, concrete, and backfilling (if ground-mounted).	Item	2		
2.2	Construct a 6m x 2,1m mounting galvanised steel structure for Solar panels formed by nuts, bolts,washers, rails, brackets,etc. Structure to comply with SANS 10400-B and SANS 10160	Item	2		
2.3	Supply and install a battery bank/box for the solar system, complete with fused battery disconnectors, battery rack/stand as required and battery connection cables. Ensure the battery bank has security or locks	Item	2		
2.4	Earthing & Lightning Protection: Supply and install all earth spikes, conductors (e.g., 16mm ² bare copper wire), lugs, and connections for the structure.(Provisional)	No	2		
Item		Unit	Quantity	Rate	Amount
3	EQUIPMENT				
	Solar Panels				
3.1	Each solar panel size is 2,1m x 1m, to be fitted on top of galvanised steel stand, such that maximum solar radiationis absorbed by solar include all brackets, antivandal claps, cables,lugs and ferrules as per manufacture's installations. Note: Installation only	No	12		
	Batteries				
3.2	DG 12-200 TOYO American battery 12V200AH. Note: Installation only	No	12		

4	Earthing System (cabling and Connections)				
4.1	Aluminium end clamps	No	12		
4.2	MC4 Parallel PV branch and connectors	No	12		
4.3	Middle clamps and rails	No	12		
4.4	Aluminium channel	No	12		
4.5	6mm ² DC wire	m	100		
4.6	4mm ² 3 core cable	m	40		
4.7	25mm ² battery cable	m	24		
4.8	DC Battery disconnecter	No	6		
4.9	Populated DB	No	6		
4.10	Trunking, insulation, screws, lugs, etc.	Item	1		
4.11	Earthspike and clamp	No	1		
5	Documentation and Net- Metering if required: Provide training and issuing of manual	Item	1		
Item		Unit	Quantity	Rate	Amount
6	Testing and commission				
6.1	Allow a sum of testing and commissioning and provide compliance certificate (COC)	Sum	1		
	Carried to section no.2 Summary				
	FINAL SUMMARY				
	Preliminary and General				
	Builders Work				

	Sub Total				
	10% Contingency				
	Provide the sum of 10% for contingencies to be used as directed and deducted in whole or in part if not required by the Project Manager.				
	Sub Total (Excl. Contingencies)				
	Sub Total (Incl. Contingencies)				
	Tax (15%)				
	Carried To Form of Offer				

RFQ NUMBER: TBC	CLOSING DATE: TBC
DESCRIPTION: INSTALLATION OF SOLAR PANEL AND MOUNTING OF STEEL STRUCTURE STANDS AT NSIKENI NATURE RESERVE FOR EKZNW	CLOSING TIME: 11:00am

OFFER TO BE VALID FOR 90 CALENDAR DAYS FROM THE CLOSING DATE OF QUOTATION.

GRAND TOTAL IN WORDS:

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PICTURE FOR ILLUSTRATIONS PURPOSE



JOINT BUILDING CONTRACTS COMMITTEE JBCC

Please refer to the attached annexure.