



## INVITATION TO BID

<b>BID NUMBER:</b>	EKZNW 10/2023/24
<b>DESCRIPTION OF WORK REQUIRED:</b>	<b>APPOINTMENT OF A THATCHING SPECIALIST COMPANY FOR THE EAST REGION OF EZEMVELO KZN WILDLIFE FOR A PERIOD OF 3 YEARS.</b>
<b>CIDB GRADE</b>	<b>CIDB Grade – It is estimated that tenderers should have a CIDB contractor grading of 4GB or higher.</b>
<b>COMPULSORY BRIEFING SESSION</b> <b>DATE &amp; ADDRESS:</b>	<p>Date: 19 January 2024</p> <p>Time: <b>10h30</b></p> <p>Venue: <b>Queen Elizabeth Park Theatre</b> 1 Peter Brown Drive Montrose Pietermaritzburg</p> <p>Failure to attend the compulsory briefing will result in your bid being disregarded.</p> <p><b>Note 1: Bidders are to download and bring completed printed documents with them to the briefing so that the “OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE” (page 5) can be signed and stamped on site.</b></p>
<b>CLOSING DATE AND TIME:</b>	<b>08 February 2024</b> <b>11:00am</b>
<b>BID VALIDITY PERIOD:</b>	120 calendar days (commencing from the Closing Date)
<b>BID DOCUMENTS DELIVERY ADDRESS:</b>	Ezemvelo KZN Wildlife, Head Office Queen Elizabeth Park No. 1 Peter Brown Drive Montrose, Pietermaritzburg 3202

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

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

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

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

## REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

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

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

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

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

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

**DATE:** .....

## OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

**DATE:** 19 January 2024

**TIME:** 10h30

**VENUE:** Queen Elizabeth Park Theatre

**BID No:** EKZNW 10/2023/24

**Service:** APPOINTMENT OF A THATCHING SPECIALIST COMPANY FOR THE EAST REGION OF EZEMVELO KZN WILDLIFE FOR A PERIOD OF 3 YEARS.

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

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

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

---

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

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

---

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

Official stamp with signature
-------------------------------

**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE</b>				
BID NUMBER:	EKZNW 10/2023/24		CLOSING DATE:	08 February 2024
DESCRIPTION	<b>APPOINTMENT OF A THATCHING SPECIALIST COMPANY FOR THE EAST REGION OF EZEMVELO KZN WILDLIFE FOR A PERIOD OF 3 YEARS.</b>			
<b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED TO THE FOLLOWING ADDRESS:</b>				
Ezemvelo KZN Wildlife, Head Office Queen Elizabeth Park No. 1 Peter Brown Drive, Montrose Pietermaritzburg, 3202				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Sthabiso Sithole		CONTACT PERSON	Glenn Harborth
TELEPHONE NUMBER	033 845 1225		TELEPHONE NUMBER	033 845 1914
FACSIMILE NUMBER			FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:Sthabiso.Sithole@kznwildlife.com">Sthabiso.Sithole@kznwildlife.com</a>		E-MAIL ADDRESS	<a href="mailto:Glenn.Harborth@kznwildlife.com">Glenn.Harborth@kznwildlife.com</a>
<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER.3 BELOW.</b>				

**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](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1. If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

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

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

..... Signature	..... Date
..... Position	..... Name of bid der

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

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 **To be completed by the organ of state**  
*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>51% Black owned enterprise</b>	08	
<b>51% owned by Black people who are women</b>	04	
<b>Geographical Location (Enterprises located in the following districts and local municipalities: Ugu, EThekweni, Ilembe, King Chetswayo, Umkhanyakude, Ulundi, Nongoma.)</b>	08	

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

### 4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

### SIGNATURE(S) OF TENDERER(S)

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

## GENERAL CONDITIONS OF BID

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

### 1. Definitions and Interpretations

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

### 2. Issuing of Documents and Cost of Bidding

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

### 3. Bid validity period

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

### 4. Submission of Bids

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

A Bid submitted by:

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

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

- **Bid Number: EKZNW 10/2023/24**
- **Description of Services: APPOINTMENT OF A THATCHING SPECIALIST COMPANY FOR THE EAST REGION OF EZEMVELO KZN WILDLIFE FOR A PERIOD OF 3 YEARS.**
- **Closing date: 08 February 2024**

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

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

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

**this is done.**

A specific bid box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.

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

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

**5. Notices to Bidders**

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

**6. Amendments to Bid by Employer**

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

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

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

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

**8. Alternative Bids**

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

**9. Qualification of Bids**

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

**10. Offering of a Commission or Gratuity**

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

**11. Method of Award**

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

**12. Acceptance of Bid**

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

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

**13. Rejection of Bids**

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

Report any Unethical Activity Without Fear of Victimization – Whistle Blow 0800 221 126 anytime

**14. Ownership of Documentation**

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

**15. Undertaking in Event of Withdrawal of Bid.**

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

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

**16. Precedence of Documentation**

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

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

**17. Alterations or Corrections**

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

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

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

**18. Confidentiality of Bid Documents**

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

**19. Copyright**

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

**20. False Declarations**

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

Report any Unethical Activity Without Fear of Victimization – Whistle Blow 0800 221 126 anytime

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## **21. Consent to Risk Analysis and Access to Information**

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

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

## **22. Prices quoted in bid documents**

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

## **23. Compulsory meeting (If applicable)**

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

## **24. Tax Clearance Certificate**

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

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

## **25. Certificates**

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

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

## **26. Eligibility**

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

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

## **27. Arithmetical errors**

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

## **28. Submitting a bid offer**

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

### AUTHORITY TO SIGN A BID

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

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

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

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

..... acting in the capacity of .....

..... whose signature is .....

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

NAME	ADDRESS	SIGNATURE	DATE

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

**Note:**

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

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

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

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

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. INTRODUCTION**

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

The offers must remain valid for a period of **120 calendar days** from the closing date of the submission of bids.

### **2. CONTRACT PERIOD**

The contract shall be for a period of **3 years** from date of appointment.

### **3. NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

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

### **4. TAX MATTERS**

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

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

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

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

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

### **5. DECLARATION OF INTEREST (SBD 4)**

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

### **6. SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIM (SBD 6.1)**

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

### **7. HEALTH AND SAFETY FILE**

Health and Safety file is to be submitted within 14 days from the date that the Agreement, made in terms of the

Form of Offer and Acceptance comes into effect.

## 8. EVALUATION CRITERIA

The evaluation process will be conducted in phase as follows:

PHASE 1	PHASE 2	PHASE 3	PHASE 4
<b>Compliance and Completeness Screening</b>	<b>Mandatory requirements</b>	<b>Functionality</b>	<b>Price and preference</b>
Compliance and completeness of proposal per the set of bid conditions.	CIDB Grade – 4GB or higher	The threshold score for functionality, which tenderers will be eliminated from further consideration, is 70	This bid will be evaluated on 80/20-point system.

### 7.1. Phase 1: Compliance and completeness screening

- The bidder must be fully registered on the National Treasury Central Supplier Database (CSD) at the closing time of the bid.
- Bid documents must be properly received on the bid closing date and time specified on the invitation.
- Bidder must ensure compliance with their tax obligations. No tender may be awarded to any tenderer whose tax matters have not been declared by the SARS to be in order.
- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS.
- The bid document must be fully completed, dated, signed and initial every page of the bid.
- The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The bidder or any of its directors/shareholders are not restricted from doing business with government in terms of SCM Practice Note 05 of 2006.
- The bidder has made the necessary disclosures on SBD4.

### 7.2. Phase 2: Mandatory requirements

- **CIDB Grade** – It is estimated that tenderers should have a CIDB contractor grading of 4GB or higher.

### **7.3. Phase 3: Functionality Evaluation**

**Evaluation of tender offers:**

**Evaluation of tender offers:**

The procedure for the evaluation of responsive tenders is **Method 4**

The tender will be evaluated for on balance between the price, quality, and preference.

Only those tenderers who attain the minimum number of evaluation points for Quality (functionality) will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from further consideration.

The minimum threshold is **70 points**.

A maximum of **100 points** will be awarded for functionality as follows.

<b>1. BIDDER'S RELEVANT EXPERIENCE AND TRACK RECORD</b>				<b>Total points 60</b>
<b>Description of Criteria</b>				
Bidder's relevant experience with reference to the number of successfully completed thatching projects within the last 10 years. Thatching to be done by bidder and not by thatching sub-contractor.				
<b>Bidders are required to attach a maximum of 5 sets of:</b> <b>Signed Appointment Letters &amp; signed Completion Certificates, including the following information:</b> 1) Project description and date. 2) Contact details of Projects Architect, Quantity Surveyor or Client. 3) Project value of thatching related work only.				
Bidders will be allocated points for a maximum of <b>five (5)</b> projects based on the information provided above. The points <b>per</b> project and threshold will be allocated as below.	<b>Minimum Value of Project</b>	<b>Points per project</b>	<b>Maximum points per threshold.</b>	<b>Total Sub Points</b>
<b>One (1) to Five (5) projects with supporting sets of documents per project in thatching only.</b>	R 400 000 or more	12	60	60
<b>One (1) to Five (5) projects with supporting sets of documents per project in thatching only.</b>	R 200 000 to R 399 999	8	40	
<b>One (1) to Five (5) projects with supporting sets of documents per project in thatching only.</b>	Less than R 200 000	4	20	
The tenderer has failed to meet the above requirements.		0		
<b>2. REFERENCES</b>				<b>Total Points 40</b>
<b>Description of Criteria</b>		<b>Score</b>	<b>Total Sub Points</b>	
<b>Traceable reference letter from the client or consultants for all the above listed projects. (Note: if a reference that is provided is uncontactable during the evaluation period, then Ezemvelo reserves the right to exclude that reference from the calculations below)</b>				
Five (5) reference letters		40	40	
Three (3) reference letters		20		
No reference letters		0		

**Table 1: Bidders Experience in the Thatching Industry (refer to 7.3 Functionality)**

Project description	Date Started	Date Completed	Contact details of Architect, Quantity Surveyor, or Client	Project value of thatching related work only
			Name: Cell: Phone: Email:	R

#### 7.4. Phase 3: 80/20 Preference points system

- The applicable preference point system for this tender is the 80/20 preference point system.
- Points shall be awarded for price is (80) and (20) for specific goals.
- Points for price(80):

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

- The specific goals (20) for the tender and points claimed are indicated per the table below:

The specific goals allocated points in terms of this tender	Documents to be submitted by bidders to claim points.
51% Black owned enterprise	<p><b>Proof of B-BBEE status level of contributor and completed SBD 6.1.</b></p> <p><b>In the case of B-BBEE certificates, the bidder must also submit the full verification report which shows the percentage of Black ownership.</b></p>
51% owned by Black people who are women	<p><b>Proof of B-BBEE status level of contributor and completed SBD 6.1.</b></p> <p><b>In the case of B-BBEE certificates, the bidder must also submit the full verification report which shows the percentage of Black women or Black Youth ownership.</b></p>
<p><b>Geographical Location</b>  <b>(Enterprises located in the following districts and local municipalities: Ugu, EThekweni, Ilembe, King Chetswayo, Umkhanyakude, Ulundi, Nongoma.)</b></p>	<p><b>Utility bill/letter from the ward councilor/ lease agreement and completed SBD 6.1</b></p>

# PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

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Initial Hazard Identification and Risk Assessment

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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 (tool box talk strategy to be implemented).

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

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

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

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

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

#### **2.3.10.1 Induction**

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

#### **2.3.10.2 Awareness**

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

#### **2.3.10.3 Competency**

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

### **2.3.11 General Record Keeping**

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

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

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

### **2.3.13 Emergency Procedures**

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

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

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

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

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

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

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. All injuries shall be investigated by the Principal Contractor, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.

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

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

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

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

- Lost or stolen;
- Worn out or damaged.

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

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

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

### **2.3.19 Permits**

Permits may include the following:

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

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

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

### **2.3.21 Incentives and Penalties**

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

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

## **2.4 Physical Requirements**

### **2.4.1 Demolition Work**

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

complies with the Construction Regulations (2014).

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

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

The Contractor shall make sure that:

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

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

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

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

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

#### **2.4.5 Piling**

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

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

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

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

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

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

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

#### **2.4.9 Asbestos**

Not applicable

### **2.5 Plant and Machinery**

#### **2.5.1 Construction Plant**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.5.8 Ladders and Ladder Work**

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

## **2.5.9 General Machinery**

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

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

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

The Contractor shall consider the following:

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

## **2.5.11 High Voltage Electrical Equipment**

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

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

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

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

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

## **2.5.13 Night Work**

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

## **2.5.14 Transport of Workers**

The Principal Contractor and other Contractors shall not:

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

## **2.6 Occupational Health**

### **2.6.1 Occupational Hygiene**

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

### **2.6.2 Welfare Facilities**

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

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

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

# PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)

## ANNEXURE A

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

HSS Item No.	Requirement	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
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.7	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Construction Regs.	Together with H&S plan
2.3.8	Health and Safety Representative	OHS Act	Submit as soon as there are more than 20 employees on site
	Other		

# ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

## ANNEXURE B

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

Appointment	OHSA Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Work Supervisor	CR 8.7	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/ her overall duties.
Subordinate Construction Work Supervisors	CR 8.8	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & Safety matters.
Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site and could be: <ul style="list-style-type: none"><li>• The employer</li><li>• H&amp;S Representative</li><li>• Designated person</li><li>• Member of the H&amp;S Committee</li></ul>
Risk assessment co-ordinator	CR 9	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.

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

Fire-fighting equipment inspector	CR 29	A competent person to inspect fire-fighting equipment.
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## OTHER REQUIREMENTS

### ANNEXURE C

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

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

General Inspections	Monthly	<ul style="list-style-type: none"> <li>• Fire fighting equipment</li> <li>• Portable electrical equipment</li> <li>• Ladders</li> <li>• Lifting equipment/slings</li> </ul>	
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatary Agreement	Ongoing	Table a report of all signed up Mandataries.	

# 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:  
.....  
.....  
.....

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

Name of proposed subcontractors:  
.....  
.....  
.....

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

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

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

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

SIGNATURE: .....

DATE: .....

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

# **EZEMVELO KZNWILDLIFE CONTRACTOR STANDING ORDERS**

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

TO: \_\_\_\_\_

FROM: Project Manager

DATE: \_\_\_\_\_ Tender / Quotation Number: \_\_\_\_\_

## **1. FAUNA AND FLORA**

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

## **2. FIRE**

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

## **3. LITTER**

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

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

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

## **5. TOOLS AND EQUIPMENT**

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

## **6. ALCOHOL AND DRUGS**

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

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

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

## **8. RESORTS AND VISITORS**

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

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

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

## **10. DISHONESTY**

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

## **11. AREA OF OPERATION**

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

## **12. GENERAL**

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

### **13. DECLARATION.**

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

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

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

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

**Signature:** .....

**Date:** .....

**Witness 1:** ..... **Witness2:** .....  
**EZEMVELO Project Manager**

## RESERVE RULES FOR CONTRACTORS

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

18. Any person who causes any damage to any property within the Protected Area or to any animal or plant in the Protected Area shall be liable for the costs or repair or replacement of such property or the costs of treatment of such animal or plant. In addition the offending person may be prosecuted.

19. Littering and pollution is prohibited. No person may discard any article, including cigarette ends, or refuse of whatever nature, except in receptacles and containers provided specifically for this purpose. All other refuse or litter must be kept and removed from the Protected Area.

20. Designated toilets must be provided and only these may be used for ablutions.

21. No one may discard any burning object in any place where it may set fire to any other object or otherwise act in a manner likely to cause a fire other than where the making of a fire is specifically permitted. No open fires are permitted and the use of gas must be by prior arrangement with the OIC of the Protected Area.

22. No firearms will be permitted into the Protected Area. Any person wishing to bring a firearm into the Protected Area or construction site must make prior arrangement with the OIC of the Protected Area.

23. No animals are to be brought to site or into the Protected Area. No pets are permitted.

24. The consumption of alcohol is prohibited in all areas except booked accommodation and the designated, demarcated contractor's accommodation units.

25. Advertising or trading within the Protected Area is not allowed.

26. Any person to whom special permission of any nature whatsoever may be granted to enter into or reside in the Protected Area shall, in addition to the provisions of the Act, the regulations and these rules, observe all instructions which the OIC may deem fit to issue in connection with such permission.

27. Noise levels are to be kept to approved limits. Machinery must use appropriate silencers and must be well maintained to reduce pollution.

28. Night lighting must be appropriate and directed towards the construction works.

29. No person shall stay or overnight in any part of the Protected Area at any place other than a resort or any other place designated by the Authority for such stay.

30. Overnight security must be with the prior arrangement with the OIC of the Protected Area.

31. Contractors and their staff and sub-contractors must remain within the designated construction sites and access routes at all times.

32. No person shall fail to comply with a lawful instruction issued by the Authority or an officer while inside the Protected Area.

33. Any person who persists in causing a nuisance to any other user of the Protected Area or who persists in disregarding the applicable regulations, rules, notices or lawful instructions of an officer may be required to leave the Protected Area and may be prohibited from re-entering the Protected Area.

# GENERIC - CONSTRUCTION PHASE ENVIRONMENTAL MANAGEMENT PLAN (EMP)

## 1. PRINCIPLES

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

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

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

## 2. SITE PROTECTION MEASURES

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

### 2.1 General

- a. All Reserve Rules must be adhered to by contractors, subcontractors and staff (this includes behaviour, disturbance and access. The lead contractor will be held responsible for subcontractors and their staff. Staff and subcontractors may be refused entrance from the protected area should they fail to comply with the EMP, Reserve Rules or relevant legislation.
- b. Open fires for heating and cooking shall only be permitted by agreement with Reserve and Camp Management, and only in designated areas at the staff accommodation. Fires are not permitted on the site.
- c. Areas disturbed by construction activities must be minimised. This will in turn reduce many of the construction related environmental impacts of the project and will also reduce rehabilitation requirements and costs.
- d. Contractors and construction staff may in no way interfere with visitors to the protected area. All interactions with visitors should be through the reserve management staff. Visitors shall likewise not be permitted to enter

the construction site without permission and suitable signage must be in place.

- e. All relevant safety precautions must be taken and emergency plans put in place to prevent damage or injury to humans and animals due to construction or related activities or structures.
- f. Construction programming and methods should be designed to minimise construction impacts on the surrounding environment.

## **2.2 Site Establishment**

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

## **2.3 Vegetation and Animals**

- a. Contractors and construction staff may in no way interfere with the natural vegetation, animals or surroundings. Any components of the natural environment that may be disturbed for construction related purposes must be specified and agreed to by reserve management or the regional ecologist.
- b. Burning of vegetation including tree trunks and stumps cut during site clearing and establishment shall not be permitted unless specifically authorised by the Reserve Management and Regional Ecologist. All cut vegetation shall be removed to the local landfill sites designated by the Regional Ecologist and Reserve Management. Smaller, thorny material may be kept and used for brush packing and rehabilitation if appropriate.
- c. Plants within the designated development area shall only be moved or removed as authorised by the Regional Ecologist and these should be set out in a schedule for reference. Any shrubs or trees of significant size shall be protected and permission obtained to cut or remove these as above. Ideally these should also be marked with danger-tape.
- d. Removal, damage or disturbance of any plant outside the designated area is not permitted. Gathering of

firewood shall not be permitted.

- e. An alien plant control programme shall be put in place from the start of construction and all alien plants removed immediately. This must be a regular and managed programme until such time as natural vegetation has reclaimed previously disturbed areas. Alien plants should not be allowed to become established and build up a seed-bank in the soil, which will lead to more costly and longer term alien plant control programmes being required for the development.
- f. Animals resident within or moving through the designated area shall not be killed nor unnecessarily disturbed. Should contractors or construction staff notice any sensitive species on site, Reserve Management or the Regional Ecologist should be alerted and the appropriate action as advised by these specialists, taken.

#### **2.4 Soils**

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

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

- a. All wastes (including pollutants, spills and spoil) arising from construction or related activities are to be handled, stored, transported and disposed of in accordance with the relevant regulations. All efforts should be made to minimise, reclaim or recycle waste materials and no construction wastes may remain on site at the end of the contract period.
- b. Only a single day's fuel requirements may be stored on the site at any time, with appropriate safety precautions. These shall be stored in a designated area with adequate pollution prevention and control measures (hardened surface area and bunding). Exceptions must be with the Reserve Manager's permission.
- c. No waste of a solid, liquid or gaseous nature shall be allowed to pollute the site or the surrounding environment.
- d. All waste emissions (hazardous, airborne, liquid and solid) from the construction site and related activities shall be kept within the limits of standards set in terms of the relevant national and local pollution legislation and regulations.
- e. Accidental pollution or spillage incidents shall be reported to the Regional Ecologist and Reserve Management immediately they occur and shall be cleaned up (to the satisfaction of the Regional Ecologist) by Technical Services staff. Expert help or advice may be requested from Reserve Management or the Regional Ecologist. Spills of over 200 litres shall be reported to the environmental authorities.
- f. Machinery shall be maintained so that excessive oil and fuel smoke is avoided. This is in the interests of the long term care of such machinery as well. Any item of machinery that breaks down must be removed to a suitable workshop for repairs and no drainage of lubricants or fuels shall be allowed on the construction site.
- g. Vehicle and plant maintenance shall only take place off-site and in areas demarcated for that purpose. Should any fuel, oil, transmission or hydraulic fluid be spilled onto the soils on the construction site, this soil should be

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scraped up and placed in a suitable, non-permeable waste disposal container, provided for that purpose. The Regional Ecologist must be informed immediately and any additional steps to limit the impacts of the spill and protect the natural environment that are advised by him/her must be followed.

- h. All reasonable measures shall be taken to reduce air emissions in the form of dust, smoke and noxious gases. These measures may include the dampening of road surfaces to reduce vehicular dust.
- i. Contractors and construction staff shall not be permitted to use any stream, river, wetland or other naturally occurring water body or source adjacent to or within the designated area for the purposes of bathing, washing of clothes, vehicles, the disposal of any type of waste, nor any construction related activities.
- j. All truck washing and washing of cement mixing and transporting vehicles and other equipment shall take place away from the site and watercourses. This polluted water must be collected and directed through oil traps to settlement ponds. Wastewater on the construction site may not be disposed of directly into drainage lines, streams, rivers, or onto the soils and no polluted water shall be allowed to enter the natural environment without adequate treatment to purify it to an acceptable standard as directed by the Department of Water Affairs. Any polluted water or cement sediments shall be collected and disposed of as instructed by the Regional Ecologist and Reserve Management.
- k. Refuse shall be collected and stored in demarcated areas, skips or suitable bins. Waste disposal containers shall be placed at convenient locations throughout the site. The containers must be designed to prevent refuse being blown out by the wind and must be scavenger-proof. All food wastes should be removed from the site on a daily basis.
- l. All potentially hazardous waste generated at the site shall be removed and disposed of by qualified Technical staff, in a manner approved by the Regional Ecologist and Reserve Management.
- m. Appropriate directional and intensity settings aimed at minimising noise emitted from the construction site should be maintained on hooters and sirens, while adhering to safety standards. Silencer units on plant and vehicles shall be maintained in good working order.
- n. Contractors and construction staff shall not unnecessarily make other noise (such as radios).

## **2.6 Reinstatement and Rehabilitation**

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

## **2.7 Monitoring and Auditing**

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

# The Joint Building Contracts Committee® - NPC

## CONTRACT DATA

For use by *ORGANS OF STATE and other PUBLIC SECTOR BODIES*

### Principal Building Agreement Edition

**6.2 - May 2018**

#### **JBCC®**

The Joint Building Contracts Committee® NPC (JBCC®) is representative of building owners and developers, professional consultants and general and specialist contractors who contribute their knowledge and experience to the compilation of the JBCC® documents. The JBCC® documents portray the consensus view of the constituent members and are published in the interests of standardisation and good practice with an equitable distribution of contractual risk

#### **Application of JBCC® agreements**

The definitions contained in the JBCC® Principal Building Agreement apply to this document. A word or phrase in bold type in the text has the same meaning assigned to it in the definitions of such agreement. Where a word or phrase is not in bold type it has the meaning consistent with the context of its use

This contract data contains changes made to the JBCC® Principal Building Agreement to suit Organs of State and other Public Sector Bodies' requirements, as well as unique requirements applicable to the project and variables referred to in the JBCC® Principal Building Agreement and the JBCC® General Preliminaries. The information provided in this document is complete and accurate at the time of calling for tenders. Where additional information becomes available, all tenderers will be informed in writing. Reference to clause numbers in the JBCC® Principal Building Agreement are shown in [square brackets] in this contract data eg [3.2.1]. Spaces requiring information must be filled in, or marked as 'not applicable' but not left blank

Where the contractor is appointed, the contract documents comprise the completed and signed Form of Offer and Acceptance, the signed JBCC® Principal Building Agreement, this completed contract data, the priced document, drawings and other listed documents

#### **Endorsement of JBCC® agreements**

The JBCC® Edition 6.2 agreements have been endorsed by Construction Industry Development Board (CIDB) for use by Organs of State and other Public Sector Bodies

#### **Warning!**

The JBCC® Principal Building Agreement Edition 6.2 has been coordinated with the JBCC® Nominated/Selected Subcontract Agreement Edition 6.2, the JBCC® General Preliminaries and the JBCC® certificate forms and support documents. Forms from previous editions are not compatible with the JBCC® Principal Building Agreement Edition 6.2

Persons entering into or preparing contracts using the JBCC® suite of contract agreements and support documents are warned of the dangers inherent in modifying any part of it

Experience has shown that changes drafted by others, including members of the building professions, often have unintended results that may be prejudicial to either, or both, parties

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# A PROJECT INFORMATION

## A 1.0 Works [1.1]

Project name	<b>APPOINTMENT OF A THATCHING SPECIALIST COMPANY FOR THE EAST REGION OF EZEMVELO KZN WILDLIFE FOR A PERIOD OF 3 YEARS.</b>
Reference number	<b>EKZNW 10/2023/24</b>
Works description	<b>APPOINTMENT OF A THATCHING SPECIALIST COMPANY FOR THE EAST REGION OF EZEMVELO KZN WILDLIFE FOR A PERIOD OF 3 YEARS.</b>

## A 2.0 Site [1.1]

Erf / stand number	N/A		
Township / Suburb	N/A		
Site address	N/A		
Local authority	(Enterprises located in the following districts and local municipalities: Ugu, EThekweni, Ilembe, King Chetswayo, Umkhanyakude, Ulundi, Nongoma.)		

## A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Ezemvelo KZN Wildlife		
Business registration number			
VAT/GST number			
Country	South Africa		
Employer's representative: Name	Mr. Fisokuhle Bhengu		
E-mail	bhenguf@kznwildlife.com	Telephone number	+27(0) 33 845 1916
Mobile number	N/A		
Postal address	225 Old Howick Road, Pietermaritzburg,	Postal code	3201
Physical address	225 Old Howick Road, Pietermaritzburg,	Postal code	3201

## A 4.0 Principal agent [1.1]

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

**A 5.0 Agent** [1.1; 6.2]

Discipline

Project Manager

Name	Ezemvelo KZN Wildlife		
Legal entity of above	Ezemvelo KZN Wildlife	Contact person	Bongiwe Mazibuko
Practice number		Telephone number	+27(0) 33 845 1912
		Mobile number	N/A
Country	South Africa	E-mail	<a href="mailto:mazibukb@kznwildlife.com">mazibukb@kznwildlife.com</a>
Postal address	225 Old Howick Road, Howick, Pietermaritzburg	Postal code	3201
Physical address	225 Old Howick Road, Howick, Pietermaritzburg	Postal code	3201

**A 6.0 Agent** [1.1; 6.2]

Discipline

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

**A 7.0 Agent** [1.1; 6.2]

Discipline

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

**A 8.0 Agent** [1.1; 6.2]

Discipline

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

**A 9.0 Agent** [1.1; 6.2]

Discipline

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

**A 10.0 Agent** [1.1; 6.2]

Discipline

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

**A 11.0 Agent** [1.1; 6.2]

Discipline

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

**A 12.0 Agent** [1.1; 6.2]

Discipline

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

## **A CONTRACT INFORMATION**

## B 1.0 Definitions [1.1]

<b>Bills of quantities:</b> System/Method of measurement	Standard System of Measuring Building Work (sixth edition as amended)
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## **B 2.0 Law, regulations and notices [2.0]**

<b>Law applicable to the works, state country</b> [2.1]	The law applicable to this agreement shall be that of the: Republic of South Africa
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### **B 3.0 Offer and acceptance [3.0]**

Currency applicable to this <b>agreement</b> [3.2]	South African Rands ( R )
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## B 4.0 Documents [5.0]

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

## B 5.0 Employer's agents [6.0]

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

Project manager

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

None

## B 6.0 Insurances [10.0]

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

and/or

Insurances by contractor			Amount including <b>tax</b>	Deductible amount including <b>tax</b>		
Yes/no?	YES					
	New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)		Contract works insurance to be effected by the <b>contractor</b>			
or	<b>Works with practical completion in sections</b> [10.2] ( <b>contract sum</b> or amount)		To the minimum value of the <b>contract sum</b> plus 10%			
or	<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> )		With a deductible not exceeding 5% of each and every claim	<del>XX</del> <del>XX</del> <del>XX</del> <del>XX</del>		
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance			<del>XX</del> <del>XX</del> <del>XX</del> <del>XX</del>		
	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance			<del>XX</del> <del>XX</del> <del>XX</del> <del>XX</del>		
	Escalation, professional fees and reinstatement costs if not included above			<del>XX</del> <del>XX</del> <del>XX</del> <del>XX</del>		
Total of the above contract works insurance amount						
Supplementary insurance [10.1.2]			Supplementary insurance is required: Yes	To the minimum value of the contract sum plus 10 %		
Public liability insurance [10.1.3]			Public liability insurance to be effected by the <b>contractor</b>	For the sum of R 10 million With a deductible not exceeding 5% of each and every		
Removal of lateral support insurance [10.1.4]			N/A			
Other insurances [10.1.5]: Refer B17.0			N/A			
Yes/no?	claim	If yes, description 1				
Hi Risk Insurance [10.1.5.1]						
Yes/no?		If yes, description 2				

## B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes/no?	Yes
If yes, description	Staff members and tourists visiting the game/nature reserves will be active around the site during the construction work hours.		
Restriction of working hours [12.1.2]		Yes/no?	Yes
If yes, description	Working hours will be restricted to the times that the game/nature reserves is operating. No work is permitted on Saturdays and Sundays and all official Public Works. The contractor will not be allowed to be on site overnight and will need to travel into the game/nature reserve every day. The contractor needs to ensure that he exits the Game Reserve by closing time.		
Natural features and known services to be preserved by the <b>contractor</b> [12.1.3]		Yes/no?	Yes
If yes, description	Refer to Environmental Management Plan		
Restrictions to the <b>site</b> or areas that the <b>contractor</b> may not occupy [12.1.4]		Yes/no?	Yes

If yes, description	The contractor will be restricted to areas of work only. The contractor will be required to provide hoarding to enclose his work area.	
Supply of <b>free issue</b> [12.1.10]	Yes/no?	No
If yes, description		

## B 8.0 Nominated subcontractors [14.0]

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

## B 9.0 Selected subcontractors [15.0]

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

## B 10.0 Direct contractors [16.0]

Yes/no?	No	If yes, description of extent of work
Extent of work [12.1.11]		

## B 11.0 Description of sections [20.1] – Not Applicable

Section 1		
Section 2		
Section 3		
Section		Remainder of the works

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

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		7 Days	To be Determined per site	R 1 000.00

or where **sections** are applicable

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

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

Criteria to achieve practical completion not covered in the definition of practical completion
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## B 13.0 Defects liability period [21.0]

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

## B 14.0 Payment [25.0]

Date of month for issue of regular <b>payment certificates</b> [25.2]	By the 20 <sup>th</sup> of every month		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	YES	
If yes, method to calculate	Haylett Formulae		
<b>Employer</b> shall pay the <b>contractor</b> within: [25.10]	Thirty (30) <b>calendar days</b>		

## B 15.0 Dispute resolution [30.0]

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

## B 16.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]	Yes/no?	The quantities in provisional bills of quantities are an indication of the works to be executed and are subject to re-measurement
Availability of construction information [P2.3]	Yes/no?	Where the construction information for the works is incomplete and will only be completed during the construction period the contractor and project manager shall work together to identify the requirements for the provision of construction information. The contractor and project manager shall agree the dates that are reasonable by when the contractor is to be provided with each outstanding item of the construction information in terms of the programme.
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	N/A	
Previous work - <b>defects</b> - details of previous contract(s) [P3.2]	N/A	
Inspection of adjoining properties - details [P3.3]	N/A	
Handover of <b>site</b> in stages - specific requirements [P4.1]	N/A	
Enclosure of the <b>works</b> - specific requirements [P4.2]		The contractor shall erect, maintain and remove at completion hoardings with gantries, fans, safety screens, elements thereof, all for the enclosure of the works from the public and others. The contractor needs to ensure that his enclosure is adequate as the site is within a game/nature reserve.
Geotechnical and other investigations - specific requirements [P4.3]	N/A	
Existing premises occupied - details [P4.5]	Yes	

Services - known - specific requirements [P4.6]		N/A		
Water [P8.1]	By <b>contractor</b>	Yes/no?	Yes	Water for construction purposes must be obtained from alternative water source/s (i.e. any supply other than water that is produced and distributed by a regulated water service authority from a licensed water treatment works for human consumption) - e.g. dams, rivers, boreholes, springs, rainwater harvesting, recycled sewage water, etc. The alternative water resource shall not be of an inferior quality standard than that required for construction purposes. The Contractor shall provide relevant certificates from an approved authority demonstrating the suitability of the water for construction purposes at his own expense, prior to usage for the works. Should this not be done, any consequential instructions to rectify or in any way occasioned as a result of the usage of non-approved water, shall be solely for the contractors account.
	By <b>employer</b>	Yes/no?	No	Ablution facilities shall be provided by the contractor as stated in the schedule and shall be provided for the use of all persons on the site. The contractor shall maintain such facilities in a thoroughly clean and tidy condition and make good damage thereto at his own expense.
	By <b>employer</b> – metered	Yes/no?	No	
Electricity [P8.2]	By <b>contractor</b>	Yes/no?	Yes	
	By <b>employer</b>	Yes/no?	No	
	By <b>employer</b> – metered	Yes/no?	No	
Ablution and welfare facilities [P8.3]	By <b>contractor</b>	Yes/no?	Yes	
	By <b>employer</b>	Yes/no?	No	

Communication facilities - specific requirements [P8.4]	The contractor shall provide communication facilities as required for his staff as well as for the agents of the employer when on site and shall be liable for all costs related thereto.
Protection of the <b>works</b> - specific requirements [P11.1]	The contractor shall erect, maintain, and remove at completion hoardings with gantries, fans, safety screens, elements thereof, all for the protection of the work, the public and others. Adequate protection of the works must be ensured by the contractor as the site is within a game/nature reserve.
Protection / isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b> - specific requirements [P11.2]	The contractor shall provide all reasonable temporary measures to protect/isolate the existing and/or sections of the occupied works and remove such measures on practical completion.

Disturbance - specific requirements [P11.5]	The contractor shall execute the works with a minimum of disturbance to adjoining premises, any parts of the works already handed over and the occupants of those premises and/or parts
Environmental disturbance - specific requirements [P11.6]	The contractor shall execute the works without any unreasonable adverse effect on the environment and ensure works are completed as per the requirements of environmental management plan.

## B 17.0 Changes made to JBCC® documentation

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

### 1.1 Definitions

**AGREEMENT:** The completed Form of Offer and Acceptance, the completed **JBCC® Principal Building Agreement** and **JBCC® contract data for organs of state and other public sector bodies**, the **contract drawings**, the **priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

**CONSTRUCTION PERIOD:** The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

**CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES:** The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

**INTEREST:** The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State

**PRINCIPAL AGENT:** The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

### 3.0 Offer and Acceptance

Amend 3.3 to read as follows:

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

### 6.0 Employer's Agents

Add the following as 6.7:

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

## 9.0 Indemnities

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

## 10.0 Insurances

Add the following as 10.1.5.1:

### Hi Risk Insurance

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

#### 10.1.5.1.1 Damage to the works

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

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

#### 10.1.5.1.2 Injury to persons or loss of or damage to property

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

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

#### 10.1.5.1.3

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

#### 10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

## 11.0 Securities

Amend 11.10 to read as follows:

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

## 12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

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

12.2.2: Not applicabl

Add the following as 12.2.22:

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

## **19.0 Practical Completion**

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

## **21.0 Defects Liability Period and Final Completion**

Add the following as 21.13:

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

## **25.0 Payment**

25.7.5: Not applicable

25.10: Delete the words "and/or **compensatory interest**"

25.14.2: Not applicable

## **27.0 Recovery of Expense and/or Loss**

27.1.5: Not applicable

## **29.0 Termination**

Add the following after 29.1.3:

or where ...

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

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

## B TENDERER'S SELECTIONS

### C 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B

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

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

Year 1 contractor's annual holiday period	start date	15/12/2024	end date	15/01/2025
Year 2 contractor's annual holiday period	start date	15/12/2025	end date	15/01/2026
Year 3 contractor's annual holiday period	start date	15/12/2026	end date	15/01/2027

### C 3.0 Payment of preliminaries [25.0]

#### Contractor's selection

Select Option A or B

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

#### Payment methods

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

#### Lump sum contract

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

### C 4.0 Adjustment of preliminaries [26.9.4]

#### Contractor's selection

Select Option A or B

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

#### Provision of particulars

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

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

### Adjustment methods

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

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

### Failure to provide particulars within the period stated

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

### Lump sum contract

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

# TERMS OF REFERENCE

## Introduction:

The purpose of the tender is to obtain a Thatching Specialist Company to provide thatching work as required by Ezemvelo KZN Wildlife for a **3-year** period from date of appointment. This will be done in the form of a public tender, where Thatching Specialist Companies will be required to bid on the various rates applicable to thatching as outlined in the attached specification document. The rates will be subject to CPAP over the 3 year period and calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2018)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa.

The Thatching specialist Companies are required to be registered with the **CIDB** and grades **4GB** and above will only be considered.

The winning Thatching Specialist Company will be required to work within the **East Region** of Ezemvelo KZN Wildlife; which includes but is not limited to the following reserves: iMfolozi, Hluhluwe, Sodwana, Tembe, Ndumo, Kosi Bay, Cape Vidal, uMlalazi, uMkhuze, Oribi Gorge, Vernon Crooks, Maphelane, Mpenjati, Enseleli, Harold Johnson, uMtamvuna, Bluff, False Bay, North Park, Kranzkloof, Opate, Kenneth Stainbank. The thatching work to be done will be as deemed necessary by the Technical Services Department and based on the budget allocations per reserve. The budgets and work allocations will be managed by Ezemvelo Technical Services.

## Scope of work:

The Thatching Specialist Companies will be pricing for specific rates as per the Bill of Quantities, such as patch and repair, combing, overlay, re-thatching, ridge capping and valley liners.

The scope of work will be determined by Ezemvelo Technical Services, per reserve and per budget allocations. The Scope of work per project will be based on the successful tenderers rates along with Ezemvelo Technical Services' assessment of the condition of the thatched roofs per reserve. The previous thatch maintenance programmes will be used as a guideline for Ezemvelo in the determination of thatch work required. This will be updated by Ezemvelo Technical Services annually to reflect the current situation of the thatch roofs.

## Implementation:

Once the winning tenderer has been appointed, they will work together with Ezemvelo Technical Services to develop a roll out plan for the entire financial year to implement the thatching throughout Ezemvelo for that financial year. This will assist the hospitality sector in knowing when to start taking units offline, as well as to know when to expect the thatching work to commence within their resort. This will also assist the Finance department in planning their expenditure for the financial year.

# PROJECT SPECIFICATION

## NEW THATCHING

### Thatch Grass

Thatch grass shall be fully-grown **Hyparrhenia Hirta** species, which has been harvested after the summer rain season, thoroughly dried, cleaned of leaf and have all seeds and heads removed at source in order to minimise the introduction of an alien species of grass into the area. It shall be free of insects and mould. Be free of loose material. Be workable. Not be cut in the growing season. Be fully grown and matured. Only thatch grass harvested in KwaZulu-Natal or Eastern Free State shall be used on this contract.

The thatch grass shall be beige/yellow in colour and shall have maximum body moisture of 10% to 15% by mass. Only straight pieces shall be used, cut above the first notch. The grass shall be 800mm to 1020mm in length, with ends ranging from 1.5mm to 2.5mm diameter.

The Contractor shall ensure that an adequate supply of thatch grass is located and available well in advance so that no delays in supply or availability occur.

The Contractor shall take special care in storing and stacking of thatch grass on site by stacking the bundles off the ground and under cover.

### Roof Thatching

Roof thatching shall be 200mm nominal thickness at any point measured at right angles to the slope of the roof, with a tolerance of 10mm i.e., thatching may vary from 190mm to 210mm thick.

Roof thatching shall be evenly laid and thoroughly and evenly compacted to a density of approximately 30 to 50kg/m<sup>2</sup> of thatch and shall be secured to the roof battens by stitching with tarred sisal twine with a breaking strain of at least 30kg. Each stitch shall consist of two strands of twine, which shall be adequately tensioned to achieve the specified compaction.

Roof thatching shall be combed to an even finish externally. The eaves edges of roof thatching shall not cantilever more than 150mm from the tilting batten and shall be neatly trimmed at an angle of 30 degrees to the pitch of the thatch to an even straight line or curve. Roof thatching to ridges, apron, etc shall be neatly trimmed to an even straight line or curve to match existing.

The exposed underside of roof thatching shall be finished fair by secret thatching with a spread layer of selected clean and straight thatch grass from which the seed heads have been cut off and which has been combed to ensure that the stalks are perfectly clean, inserted between the top of the battens and the underside of the general roof thatch. This thatch grass shall be 1000mm to 1500mm in length, with ends ranging from 1.5mm to 2.5mm in diameter. The secret thatching spread layer shall be sufficiently thick to conceal the seed heads of the general thatching and shall be within the nominal 200mm thickness of the roof thatching. The bottom ends of the thatch grass in the secret thatching layer shall be concealed behind a batten.

### Thatch Pull and Comb

Step 1 - Pull thatch layers back by not less than 75mm starting at eave line and working all the way to the ridge.

Step 2 - Re tension twine on underside of roof before combing and adjust sprei layer.

Step 3 - Comb exterior thatch to a smooth finish starting at ridge and working down to eave line. Tap bottom of eave line to smooth straight finish.

### Thatch Overlay

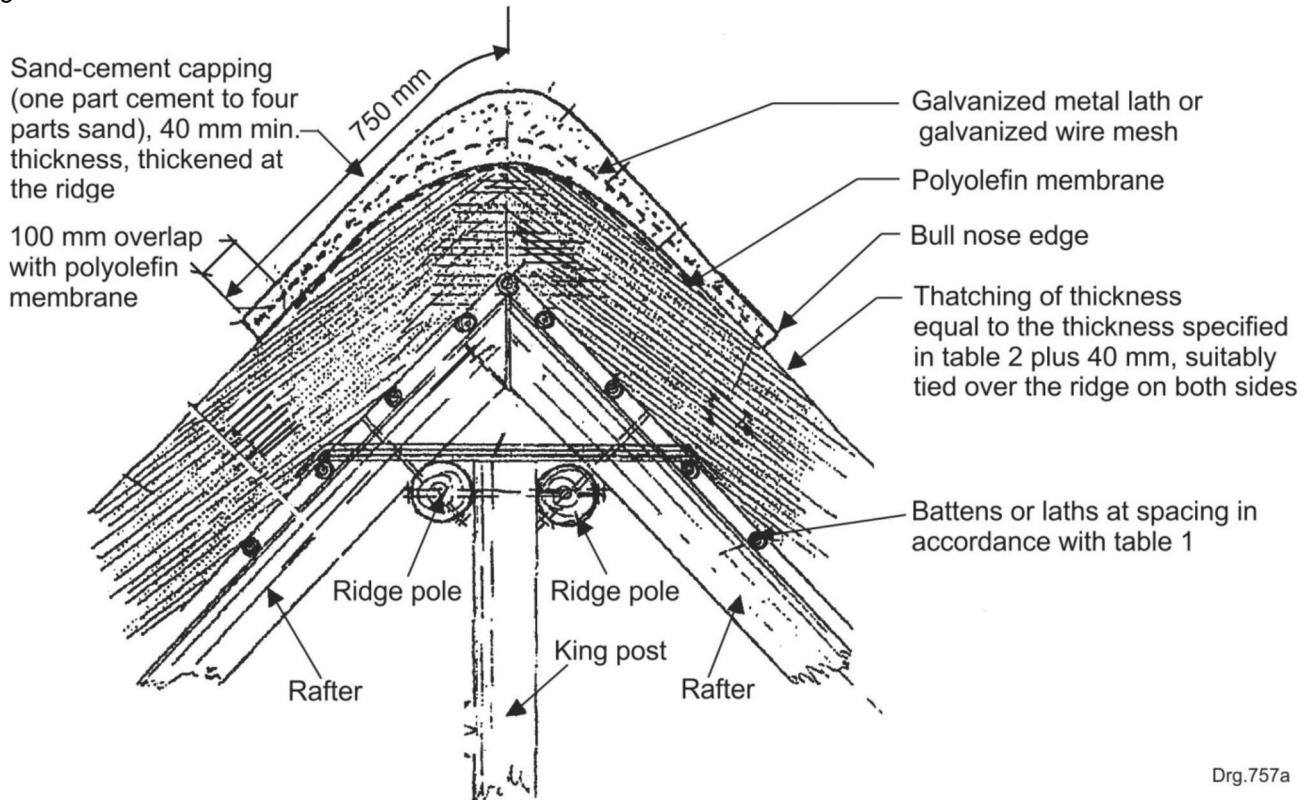
Strip off and remove top layer of existing thatch roof covering (which is approximately 30 to 50mm from underside of thatch overlay, ensuring that the overall thickness of new and existing thatch is minimum 200mm. Restitch existing bottom layer to existing lats, using the back-stitch method, including all making good.

## **Ridge Capping**

Ridge capping's shall comprise thatch underlayer, cement mortar ridge capping and acrylic waterproofing covering, all of dimensions, materials, and colour to match existing. The bundles of ridging grass or reed shall be bent over the ridge and securely anchored onto the opposite two topmost battens on both sides of the ridge with sways, using the same method of binding or fastening used on the rest of the roof.

The sand-cement ridge capping shall be a minimum of 40 mm thick (one part common cement to four parts of sand), and shall extend at least 750 mm from the ridge down each side of the thatching, be laid on a single polyolefin membrane layer, be reinforced with a galvanized metal lath or galvanized wire mesh, with a cover to the lath not less than 20 mm, and be suitably shaped and thickened at the ridge as shown. Lapping of joints in the polyolefin membrane shall not be less than 200 mm.

The materials in sand-cement ridges shall comprise common cement that complies with SANS 50197-1, sand that complies with the relevant requirements given in SANS 1083, galvanized wire mesh with a thickness not less than 0,8 mm and an opening that does not exceed 25 mm. Polyolefin membranes that have a thickness of not less than 250  $\mu\text{m}$ , and that comply with the relevant requirements given in SANS 10183-1 and SANS 10183-2, for a type C sheeting.



Waterproofing covering shall be "Sika Sealoflex" or other approved flexible acrylic waterproofing system, applied to exposed surfaces of ridge capping in accordance with the manufacturer's instructions.

## **Cleaning and bundling**

After the grass has been cut and loosely bundled, each bundle is shaken vigorously to dislodge all loose material. The bundles are then cleaned by passing a sickle through them, working from top to bottom. This removes the remaining leaf growth from the lower two-thirds of the stalks.

The grass is then regrouped into bundles about one to 1,5 m long and between 75 and 100 mm in diameter. These bundles are each tied with a thong or twisted grass or with twine and packed in heaps (pyramid shape) about 2 m high ad 2,5 to 3 m in diameter at the base.

The diameter of bundles should meet the provisions of the table below:

Grass Species	Diameter of the bundle mm	Approximate mass of the bundle kg	Thickness of thatch layer mm	Minimum mass of thatch layer per m <sup>2</sup> kg
Common or fine thatching grass ( <i>Hyparrhenia Hirta</i> )  Minimum design mass of thatch layer : 90 kg	125	0,8 to 0,9	200	45

## Workmanship

Thatching, ridges, etc, shall be executed by specialists in this type of work.

All thatching shall be executed in accordance with **CSIR Boutek Report No BOU/E9806 “A Guide to Good Thatching Practice”** (<https://www.sa-thatchers.co.za/wp-content/uploads/2022/05/GUIDE-TO-THATCH-CONSTRUCTION-IN-SOUTH-AFRICA-UPDATED-28-JULY-2019-compressed.pdf>) Where the Project Specification differs from the Guide, the Project Specification shall take precedence.

**All Thatching to comply with the South African National Building Regulations SANS 10407/2016 and SANS 10400 Part L.** ([https://www.thatchregulations.co.za/wp-content/uploads/2019/06/SANS10407\\_2016\\_Ed2Am1-1.pdf](https://www.thatchregulations.co.za/wp-content/uploads/2019/06/SANS10407_2016_Ed2Am1-1.pdf) )

# KWA ZULU NATAL DISTRICT AND LOCAL MUNICIPALITIES MAP



## PRICING SCHEDULE

**All quantities are estimated per annum. They are subject to change depending on actual project measurements.**

	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
	<b><u>THATCH</u></b>				
	<b><u>PATCH, REPAIR AND MAKE GOOD, ETC</u></b>				
1	Patch, repair and make good damaged thatch	m2	500		
	<b><u>THATCH PULL &amp; COMB</u></b>				
	<b><u>Step 1</u></b> - Pull thatch layers back by not less than 75mm starting at eave line and working all the way to the ridge.				
	<b><u>Step 2</u></b> - Re tension twine on underside of roof before combing and adjust sprei layer.				
2	<b><u>Step 3</u></b> - Comb exterior thatch to a smooth finish starting at ridge and working down to eave line. Tap bottom of eave line to smooth straight finish.	m2	2000		
	<b><u>THATCH OVERLAY</u></b>				
3	Strip off and remove top layer of existing thatch roof covering (which is approximately 30 to 50mm from underside of thatch overlay, ensuring that the overall thickness of new and existing thatch is minimum 200mm. Restitch existing bottom layer to existing lats, using the back-stitch method, including all making good.	m2	2000		
	<b><u>RE-THATCH</u></b>				
4	Take off and remove existing thatch roof covering to entire roof including ceiling thatch. Replace laths as required and rethatch with 200mm thick thatch fixed to and including 25-32mm diameter CCA treated intingu laths spaced at maximum 200mm centres generally and 100mm at ridges and eaves covering to general roof slopes including spreadlayer to exposed soffit. New ceiling thatch to have overlaps lining behind laths.	m2	2000		
	<b><u>RIDGE CAPPING</u></b>				
5	Hack off and remove concrete ridge capping, complete with waterproofing covering and thatch underlay, and construct new concrete ridge capping, complete with waterproofing covering and thatch underlay, all to match existing.	m	1000		
6	Fit new 600mm wide aluminium valley liners	m	100		
7	New GMS flashing and waterproofing membrane around chimneys, gables, parapets etc...	m	200		

	<b>BIRD WIRE</b>			
8	Fit 1,2m wide 10mm mesh 0,8mm thick galvanised bird wire netting to gable ends and hips as and when required by EKZNW Technical Services Official.	m2	200	
	<b>SCAFFOLDING</b>			
9	Allow an amount for scaffolding to be used when needed. (Provisional)	m2	10	
	<b>FIRE RETARDANT</b>			
10	Spray on fire retardant treatment to Technical Services approval to be applied <b>as and if</b> required by Technical Services. To be applied by specialist, and SABS certification and application certificate to be provided for every roof treated.	m2	10	
	<b>SUB - TOTAL</b>			
	<b>PRELIMINARIES AND GENERAL</b>			
1	Allow a percentage amount of the works ( <b>Sub-Total</b> ) for Preliminaries and General. (as per JBCC Ed 6.2)	Item	4%	
	<b>JBCC CONTRACT DOCUMENTS</b>			
2	Allow for one set of JBCC Ed. 6.2 contract documents, including the Principal Building Agreement and Contract Data documents.	Item	1	R 1500,00
3	Allow 10% for CONTINGENCIES against the works ( <b>Sub-Total</b> ) to be used as directed by EKZNW Technical Services Official and to be deducted in whole or in part if not required.		10%	R 1500,00
	<b>TOTAL</b>			
	<b>ADD 15% V.A.T</b>		15%	
	<b>TOTAL Carried to Form of Tender</b>			

