



INVITATION TO QUOTE

| | |
|---|---|
| RFQ NUMBER: | EKZN 01/2024 |
| DESCRIPTION OF GOODS/SERVICE/WORK REQUIRED: | Completion Contract of water treatment plants at Mpila Camp, Mganu Camp, Hilltop Camp and Cape Vidal for Ezemvelo KZN Wildlife |
| COMPULSORY BRIEFING SESSION DATE & ADDRESS: | Date: 17 January 2024 Time: 2:00pm Venue: Cape Vidal Nature Resort |
| CLOSING DATE AND TIME: | 31 January 2024 17:00pm |
| BID VALIDITY PERIOD: | 90 calendar days (commencing from the Closing Date) |
| QUOTATION DOCUMENT MUST BE SUBMITTED BY E-MAIL TO: | procurement@kznwildlife.com |
| FOR ATTENTION: | Sbonelo Ngubelanga |

| | |
|------------------------------|--|
| NAME OF BIDDER: | |
| QUOTE PRICE: | |
| QUOTE PRICE IN WORDS: | |
| BIDDERS SIGNATURE: | |

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| | | |

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

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the quotation forms be retyped or redrafted.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be accurately completed. Bidders must ensure that all questions are answered. If questioned are “not applicable”, bidders must ensure that “N/A” is indicated in the relevant space. It is not permissible to leave blank spaces or unanswered questions. Bidders will only be considered if the quotation document is accurately completed and accompanied by all relevant certificates and other necessary applicable information. Failure to comply with the same will invalidate your quote.
5. Any alteration made by the bidder must be initialed.
6. Bidder must initial each and every page of the quotation document.
7. For compulsory briefing sessions - Bidders must ensure that during a briefing session, the attendance register is signed. Failure to sign the attendance will result in the bid being disqualified.
8. “Proof of B-BBEE status level of contributor” means-
 - (a) the B-BBEE status level certificate issued by an authorised body or person;
 - (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

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

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

Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

PART A INVITATION TO BID

| | | | | | |
|--|--|---------------|--|--|--|
| YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE | | | | | |
| RFQ NUMBER: | EKZN 01/2024 | CLOSING DATE: | 31 January 2024 | CLOSING TIME: | 17:00PM |
| DESCRIPTION | Completion Contract of water treatment plants at Mpila Camp, Mganu Camp, Hilltop Camp and Cape Vidal for Ezemvelo KZN Wildlife | | | | |
| BID RESPONSE DOCUMENTS MUST BE DEPOSITED TO THE FOLLOWING ADDRESS: | | | | | |
| QUOTATION DOCUMENT MUST BE SUBMITTED BY E-MAIL TO: procurement@kznwildlife.com | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Mr Sbonelo Ngubelanga | | CONTACT PERSON | | |
| TELEPHONE NUMBER | 033 845 1187 | | TELEPHONE NUMBER | | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | Sbonelo.ngubelanga@kznwildlife.com | | E-MAIL ADDRESS | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER.3 BELOW. | | | | | |

PART B

TERMS AND CONDITIONS FOR BIDDING

| | |
|---------------------------------------|---|
| 1. BID SUBMISSION: | |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. |
| 1.3. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. | THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). |
| 2. TAX COMPLIANCE REQUIREMENTS | |
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA . |
| 2.4 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 | WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 | NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |

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

2.2.1. If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | |
|--------------------|--------------------------|
| Signature | Date |
| Position | Name of bid der |

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

| The specific goals allocated points in terms of this tender | 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) |
|---|---|---|
| 51% Black owned enterprise | 8 | |
| 51% owned by Black people who are women | 4 | |
| 51% owned by Black people who are youth | 4 | |
| Geographical Location (Enterprises located in Zululand District) | 4 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium

- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

| | |
|---|-------|
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |
| | |

AUTHORITY TO SIGN A BID

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

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

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

.....
 hereby authorise Mr/Mrs/Ms
 acting in the capacity of
 whose signature is
 to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
| | | | |
| | | | |
| | | | |
| | | | |

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

Note:

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

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

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

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

SPECIAL CONDITIONS OF CONTRACT

1. INTRODUCTION

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

2. VALIDITY PERIOD

The offers must remain valid for a period of 60 calendar days from the closing date of the submission of bids.

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. EVALUATION CRITERIA

The evaluation process will be conducted in phase as follows:

| PHASE 1 | PHASE 2 |
|--|---|
| Mandatory requirement and Completeness Screening | Price and Preference Points System |
| Compliance and completeness of proposal per the set of bid conditions. | The bid will be evaluated in terms of Preferential Procurement Regulations, 2022. |

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: Preference Point System

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

| Specific Goals for Ezemvelo KZN Wildlife | | | |
|--|----------------------------|--------------------------|----------------------------|
| 51% Black owned enterprise | 51% Women owned enterprise | 51% owned by Black youth | Bidder Geographic location |

- Points claimed must be substantiated by the following valid documents:
 - ✓ Proof of B-BBEE status level of contributor.

- ✓ In the case of B-BBEE certificates, the bidder must also submit the full verification report which shows the percentage of Black women and Black Youth ownership.
- ✓ Confirmation of bidder location in the form of a utility bill or letter from the ward Councillor.

CHECKLIST: COMPILATION OF BID DOCUMENT

| No. | Description | Yes | No |
|------------|--|------------|-----------|
| 1. | Did you take note of the closing date, time and how to submit your bid? | | |
| 2. | Did you sign the SBD 1 form? | | |
| 3. | Did you take note of the Tax Compliance Status requirement? | | |
| 4. | Is the SBD 4 (Bidders Disclosure) true and complete in every respect? | | |
| 5. | With regards to SBD 4; Have the companies that appear under each Director/Shareholder/Member been declared on paragraph 2.3? | | |
| 6. | Is the SBD 6.1-form completed, signed and has documentary proof of points claimed provided? | | |
| 7. | Has the Price page (SBD 3) been verified to be accurate? | | |
| 8. | Has the Form of Offer and Acceptance been completed and signed? | | |

Mandatory Requirements

If a bidder does not comply fully with each of the mandatory requirements, it Shall be regarded as mandatory non-performance/non-compliance and the bid Shall be disqualified. No “unanswered” questions will be allowed. If a response to a question has been indicated as comply but not elaborated upon or substantiated it shall be regarded as mandatory non- performance/non-compliance and the bid shall be disqualified.

The bidder who fails to comply with the Mandatory Requirements will be disqualified.

NOTE:

- Provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000. Provide proof of grading level 2 GB or higher

| No. | Certificate and/or license | Comply | Do Not Comply |
|------------|---|---------------|----------------------|
| 1 | Provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000. Provide proof of grading level 2 CE/ME or higher | | |
| 2 | Provide track record of minimum three years' experience with water and wastewater treatment plants. Letters of award to be attached and completion certificates of a minimum of 3 relevant projects completed in the preceding 3 years. | | |
| 3 | Detailed CV with traceable references. Certificates of qualified artisans (electrician or millwright). | | |

THE CONTRACT

PART C1: AGREEMENT AND **DATA**

PART C1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONTRACT DATA

C1.3 FORM OF GUARANTEE (PRO FORMA).

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

C1.1 - FORM OF OFFER AND ACCEPTANCE

OFFER

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

Completion Contract of water treatment plants at Mpila Camp, Mganu Camp, Hilltop Camp and Cape Vidal for Ezemvelo KZN Wildlife

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and Addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

| | |
|---------------------------|---|
| Amount (in words): | |
| | |
| | |
| Amount in figures: | R |

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

| | | | |
|--------------------------------------|--------------------------------|--|-------------|
| Signature (s) | | | |
| Name (s) | | | |
| Capacity | | | |
| For the tenderer | | | |
| | (Name and address of tenderer) | | |
| Name and signature of witness | | | Date |

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below, accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the contract that is the subject of this Agreement.

The terms of the contract, are contained in:

| | |
|---------|---|
| Part C1 | Agreement and Contract Data, (which includes this agreement) |
| Part C2 | Pricing data |
| Part C3 | Scope of work. |
| Part C4 | Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts. |

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

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

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

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

Schedule of Deviations

Notes:

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

| |
|------------------------|
| 1.1.1. Subject: |
| Details: |

| |
|------------------------|
| 1.1.2. Subject: |
| Details: |

| |
|------------------------|
| 1.1.3. Subject: |
| Details: |

| |
|------------------------|
| 1.1.4. Subject: |
| Details: |

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

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

| | |
|---|---|
| <p align="center">C1.2 CONTRACT DATA:</p> <p align="center">with GCC for Construction Works - Third Edition 2015</p> | |
| <p align="center">CONTRACT DATA FOR:</p> <p align="center">Completion Contract of water treatment plants at Mpila Camp, Mganu Camp, Hilltop Camp and Cape Vidal for Ezemvelo KZN Wildlife</p> | |
| <p>Bid no:</p> | <p>N/A</p> |
| | <p>The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2015) (Third Edition) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained through most regional offices of the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at www.saice.org.za.</p> |
| | <p>CONTRACT SPECIFIC DATA</p> <p>The following contract specific data are applicable to this contract:</p> |
| | <p>CONTRACT VARIABLES</p> <p>This schedule contains all variables specific to this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the bid documents. Both the pre-tender and post-tender categories form part of this agreement.</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' or deleted <u>but not left blank</u>. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets.</p> <p>The Engineer/Principal Agent, in accordance with Clause 1.1.1.16, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 3.1.2.</p> |
| <p align="center">Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:</p> | |
| | <p>PRE-TENDER INFORMATION</p> |
| | <p>CONTRACTING AND OTHER PARTIES</p> |
| <p>[1.1.1.15]</p> | <p>Employer:</p> <p>Ezemvelo KZN Wildlife</p> <p>Postal address:</p> <p>Private Bag X 9041 PIETERMARITZBURG 3202</p> <p>Tel: 033 - 845 1913</p> <p>Fax: 086 - 295 8579</p> |

| | | |
|--|---|---|
| [1.2. 1.2] | Physical address: No. 1 Peter Brown Drive PIETERMARITZBURG 3202 | |
| Bid no: N/A | | |
| PART 1: DATA PROVIDED BY THE EMPLOYER | | |
| [1.1. 1.13] | <u>Defects Liability Period</u> The defects liability period is: A time measured from the date of the Certificate of Completion. Defects Liability Period is 12 Months for the whole of the Works | |
| <u>Latent Defect Period</u> | | |
| [5.16 .3] | The latent defect period is: <div style="border: 1px solid black; padding: 2px; display: inline-block;">5 years after the Final Approval Certificate</div> | |
| <u>Documentation required before Commencement of the Works:</u> | | |
| [5.3. 1] | The documentation required before commencement with the Works execution are; | |
| [4.3] | - Health and Safety Plan | <div style="border: 1px solid black; padding: 2px;">The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.</div> |
| [5.6] | Initial Programme | <div style="border: 1px solid black; padding: 2px;">The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.</div> |
| [6.2] | Guarantee | <div style="border: 1px solid black; padding: 2px;">The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.</div> |
| [8.6] | Insurance | <div style="border: 1px solid black; padding: 2px;">The Contractor shall deliver his insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.</div> |
| | Cash flow by contractor | <div style="border: 1px solid black; padding: 2px;">The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.</div> |
| | Priced Bill of Quantity | <div style="border: 1px solid black; padding: 2px;">The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from the Employer, prior to the Commencement Date.</div> |
| | Programme | <div style="border: 1px solid black; padding: 2px;">The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3</div> |

| | | | |
|---------|---|---|---------------|
| | Other requirements | Work permits with Department of Labour | |
| [5.3.2] | The time to submit the documentation required before commencement with Works execution is: | 14 | calendar days |
| | <u>Non-Working days</u> | | |
| [5.8.1] | Non-Working days | Saturdays and Sundays | |
| | Special non- working days | All Nationally Recognized Public Holidays and the year end break | |
| [5.8.1] | First Year end break - commences | 15-Dec-23 | |
| | ends on | 12-Jan-24 | |
| | Second Year end break - commences | 10-Dec-24 | |
| | ends on | 12-Jan-25 | |
| | Third Year end break - commences | 12-Dec-25 | |
| | ends on | 09-Jan-26 | |
| | ends on | N/A | |
| | Engineer/Principal Agent to consult with Employer | | |
| [3.1.3] | The Engineer shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties. | | |
| | Security | | |
| [6.2.1] | The time to deliver the deed of guarantee is Prior to site hand over in terms of clause 5.3.1 and 5.3.2. | | |
| [6.2.1] | Please see CONTRACT DATA - below to select Guarantee Option | | |
| | Commencement Date | | |
| | Commencement date means the date of Site Hand over that should not occur prior to the Bidder receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance. | | |
| [5.3.1] | The contractor shall commence executing the Works within 7 calendar days from the Commencement Date. | | |
| [5.4.1] | Possession of the site will be given within 10 calendar days after the contractor has fulfilled the conditions (4.3, 5.6, 6.2, 8.6) and received the notification from the Employer of Site Hand Over where the contractor will receive one <u>fully signed</u> copy of the Form of Offer and Acceptance from the employer . | | |
| [5.6.1] | The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date. | | |
| | CONTRACT DETAILS | | |

| | | |
|-------------|--|---|
| [1.1.1.33] | Works description: Refer to document C3 – Scope of Work. | |
| [1.1.1.30] | Site description: Refer to document C4 – Site Information. | |
| [8.6.1.1.2] | The Value of material, supplied by the Employer, and not included in the Contract Price, is: | R0,00 |
| [8.6.1.1.3] | The amount to cover Professional Fees, not included in the Contract Price, for repairing damage and loss to be included in the insurance: 30% of the Contract Price | |
| [8.6.1.3] | The limit for indemnity for liable insurance is: | Unlimited |
| [6.5.1.2.3] | The percentage allowance to cover overhead charges for contractor and subcontractors, is: | 33,30% |
| [1.1.1.14] | <u>Practical Completion Date</u> The Practical Completion date is: A time measured from the Commencement date. | |
| [5.5.1] | For the works as a whole: The whole of the works shall be completed within: | 2 Months <i>(which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).</i> |
| [5.13.1] | The date for practical completion shall be | To be determined |
| | The penalty per calendar day shall be : | 0.04% of the Contract Price, rounded to the nearest R10 |
| [1.3.2] | The law applicable to this agreement shall be that of the: Republic of South Africa | |
| [6.10.1.5] | The percentage advance on materials not yet built into the Permanent Works is: | 80,00% |
| [6.10.3] | Percentage retention on amounts due to contractor is: The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data. | |
| | Maximum retention is: | 0,00% of the Contract Price |

| | |
|--|---|
| <p>[6.8.1]</p> <p>[6.8.2]</p> <p>[6.8.3]</p> <p>[6.8.2]</p> <p>[6.8.3]</p> | <p>Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the <u>construction period exceeds 6 months and the contract exceeds R1,000,000.00</u>, be subject to a Contract Price Adjustment Factor.</p> <p>Clause 6.8.2 the last part of the sentence saying "<i>calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule.</i>" must be replaced by "<i>calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2013)</i>" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa. Bidders are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Bidders of lists of additional items."</p> <p>Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP)(Revised 1 January 2013) where the contract period equals or exceeds 6 calendar months.</p> <p>The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only.</p> |
| <p>[10.5.1]</p> <p>[10.5.3]</p> <p>[10.9.1]</p> | <p>The determinations of disputes shall be by ARBITRATION ONLY.</p> <p>The number of Adjudication Board Members to be appointed is: <table border="1" data-bbox="1018 770 1134 831">One</table></p> <p>Replace the last part of the clause with the following: "<i>..on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators.</i>"</p> |
| | <p>Details of changes made to the General Conditions of Contract for construction works (2015) Third Edition</p> |
| <p>[1.1]</p> | <p>Clause</p> <p>[1.1.1.5] COMMENCEMENT DATE – means the actual date of Site Hand over that should not occur prior to the Bidder receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.</p> <p>[5.12.2.2] ABNORMAL CLIMATIC CONDITIONS - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (http://www.weathersa.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.</p> <p>[6.2.1] CONSTRUCTION GUARANTEE – means an on demand guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the Offer and Acceptance Form and the contract data.</p> <p>CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays.</p> <p>CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>FINAL ACCOUNT - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination.</p> |

| | |
|-------------------------------------|---|
| | <p>FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practise among bidders (prior to or after the bid submission) designed to establish tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> |
| <p>[1.1.1.16]</p> <p>[1.1.1.21]</p> | <p>ENGINEER/PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the Contract Data as the Engineer /Principal Agent to act as agent of the Employer. In the event of an Engineer/Principal Agent not being appointed, then all the duties and obligations of an Engineer/Principal Agent as detailed in the Contract shall be fulfilled by a representative of the Employer as named in the Contract Data. (Hereafter referred to as Engineer)</p> <p>GENERAL ITEMS - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.</p> |
| [4.4.1] | Add the following to the clause 4.4.1: <i>"The Contract shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the bid"</i> |
| [6.2.1] | Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of Guarantee under "GUARATEE OPTIONS". |
| [6.10.6.2] | <p>Replace <i>"at the prime overdraft rate, as charged by the Contractor's Bank,"</i> with <i>"..at the interest 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)."</i></p> <p>Omit <i>"on all overdue payments from the date on which the same should have been paid..."</i> and replace with <i>" only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."</i></p> |
| [5.12.3] | <p>SPECIAL CONDITIONS OF CONTRACT</p> <p>Omit clause 5.12.3 and add the following:</p> <p><i>"5.12.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia;</i></p> <p>5.12.3.1 <i>Failure to give possession of the site to the contractor.</i></p> <p>5.12.3.2 <i>Making good physical loss and repairing damage to the works where the contractor is not at risk.</i></p> <p>5.12.3.3 <i>Contract instructions not occasioned by default by the contractor.</i></p> <p>5.12.3.4 <i>Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor.</i></p> <p>5.12.3.5 <i>Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met.</i></p> <p>5.12.3.6 <i>Suspension or cancellation termination invoked by a nominated or selected n/s subcontractor due to default by the employer or the principal agent.</i></p> <p>5.12.3.7 <i>Insolvency of a nominated subcontractor.</i></p> <p>5.12.3.8 <i>A direct contractor.</i></p> <p>5.12.3.9 <i>Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents.</i></p> <p>5.12.3.10 <i>The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate.</i></p> <p>5.12.3.11 <i>Late or failure to supply materials and goods for which the employer is responsible.</i></p> |

5.12.3.12 *Suspension of the works."*

[5.14
.5.1]
[5.16
.4]

Omit entire clause 5.14.5.1

Add the following new clause "5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract:

5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."

[6.2.
2]

Replace the following *"..it shall be deemed that the Contractor has selected a security of ten percent retention of the value of the Works."* with *"..it shall be deemed that the Contractor has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax."*

[6.2.
3]

Add to clause 6.2.3 the following "The Contractor shall provide proof of paid-up premium payments to accompany his payment certificate as proof that his performance guarantee has not expired yet. The Contractor will not receive payment without proof of the validity of their performance guarantee.

[9.3.
2.2]

Omit "without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."

Duties and functions of the **Engineer** requiring the specific approval of the **Employer** BEFORE execution of any part of these duties are as follows:

- (a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the **Engineer**, together with the **Engineer's** recommendations, to the **Employer** for determination. Omit "Engineer" in clause 42.2 and replace with "Employer".
- (b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the **Contractor** UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the **Employer**.
- (c) Insurance policies to be approved by the **Employer** within 21 days of the date of the **Commencement** of the Works.
- (d) Any notice of disagreement raised by the **Contractor** or written Dispute Notice given by the **Contractor** to the **Engineer** shall be submitted by the **Engineer**, together with the **Engineer's** recommendations, to the **Employer** for determination.
- (e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the **Engineer**, to the **Employer** for final approval and signature. The certificates shall not be considered as officially issued until signed by the **Employer**.

MANAGING PROJECT DURATION

- (a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.
- (b) Activity-and total float shall belong to the Employer.
- (c) The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.

It is a condition of this contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenderers are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract.

The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision.

The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with inclement weather and claiming for delays in performance in this bill.

Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.

INCLEMENT WEATHER AND CLAIMS FOR DELAYS IN PERFORMANCE

- (a) The Contract Sum includes a monthly allowance of 3 working days inclement weather during which rainfall exceeds 10mm per day for months
- as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above.
- (b) Claims for delays in performance due to inclement weather shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met:
 - (i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work.
 - (ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.
 - 1. The stoppage claimed must cause a delay in the Completion Date of work. If the critical activities can proceed and a non-critical activity is delayed due to inclement weather no claims for delay shall be granted.
 - 2. No claims for stoppages less than 2(two) hours per day shall be considered.
 - 3. Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days.
 - 4. All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage.
 - 5. The total delay in performance granted to the Contractor expressed in days shall be added to the contractual Completion Date of each section of the Works. The contractual penalty clause shall only come into effect after this newly arrived date.
 - 6. Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of Working Days. The total hours (including lunch) per Working Day shall be 10 unless otherwise indicated on the Contractor's programme.
 - 7. Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be adjusted.
- 8. Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rate to the actual Working Days.
- 9. The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below:

| | | | | | | | | | | | | | | |
|--|---|---|---|---|---|------------|---|-----------|--------|-------|-------|-------|----|-------|
| - | - | - | - | - | - | 8 hrs/day* | Description | | Months | | | | | Total |
| | | | | | | | Sept | Oct | Nov | Dec | Jan | | | |
| | | | | | | | Hours | Hours | Hours | Hours | Hours | Hours | | |
| | | | | | | | Programmed | Rain days | 0 | 30 | 30 | 15 | 15 | 90 |
| | | | | | | | Actual | Rain days | 16 | 22 | 35 | 15 | 18 | 106 |
| | | | | | | | Difference | | -16 | 8 | -5 | 0 | -3 | -16 |
| | | | | | | | Estimated Extension of time - in working days | | | | | | | 2 |
| See point 5.2 in the Scope of Works for the specific days the bidder must allow for in this contract. | | | | | | | | | | | | | | |
| Bid no: | N/A | | Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR: | | | | | | | | | | | |
| POST-TENDER INFORMATION Note: All information for this section requires consultation with the Contractor . The Engineer/Principal Agent shall not pre-select any of the alternatives available to the Contractor . | | | | | | | | | | | | | | |
| 1 | CONTRACT DETAILS | | | | | | | | | | | | | |
| [1.1.1.9] | Contractor Name: _____ | | | | | | | | | | | | | |
| [1.2.1.2] | Postal address: _____ | | | | | | | | | | | | | |
| | _____ | | | | | | | | | | | | | |
| | _____ | | | | | | | | | | | | | |
| | Tel no _____ Fax no _____ | | | | | | | | | | | | | |
| | Tax / VAT Registration No: _____ e-mail address _____ | | | | | | | | | | | | | |
| | Physical address: _____ | | | | | | | | | | | | | |
| | _____ | | | | | | | | | | | | | |
| | _____ | | | | | | | | | | | | | |
| [1.1.1.10] | The accepted contract price inclusive of tax is R : | | | | | | | | | | | | | |
| | [Amount in words] | | | | | | | | | | | | | |
| Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11) | | | | | | | | | | | | | | |

| | | |
|--|--|-----|
| Waiver of the Contractors lien or right of continuing possession is required. | | YES |
| GUARANTEE OPTIONS | | |
| Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or by a bank duly registered in terms of the Banks Act No 94 of 1990, on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted. | | |
| (a) the Bidder accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value will be applicable and will be reduced by the Employer in terms of the applicable conditions of contract. | | |
| (b) in respect of contracts above R1 million, the Bidder offers to provide security as indicated below: select one option | | |
| (i) cash deposit of 10 % of the Contract Price | | |
| (ii) bank or insurance Performance Guarantee of 10 % of the Contract Price | | |
| (iii) cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) | | |
| (iv) bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) | | |

| | | |
|--|--|--|
| 3 | SIGNATURES OF THE CONTRACTING PARTIES | |
| Thus done and signed at.....onof.....20.... | | |
| Name of signatory | | for and behalf of the Employer who by signature hereof warrants authorisation hereto. |
| Capacity of signatory | | as Witness. |
| Thus done and signed at.....onof.....20.... | | |
| Name of signatory | | for and behalf of the Contractor who by signature hereof warrants authorisation hereto. |
| Capacity of signatory | | as Witness. |



PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

Project:

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1. INTRODUCTION AND BACKGROUND

1.1 Background to the Pre-construction Health and Safety Specification

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

1.2 Purpose of the Pre-construction Health and Safety Specification

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

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

1.3 Implementation of the Pre-construction Health and Safety Specification

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

2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

2.1 Scope

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

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

2.2 Interpretations

2.2.1 Application

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

2.2.2 Definitions

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

2.3 Minimum Administrative Requirements

2.3.1 Notification of Intention to Commence Construction Work

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

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

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

2.3.3 Competency for Contractor's Appointed Competent Persons

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

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

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

2.3.5 Occupational Health and Safety Policy

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

2.3.6 Health and Safety Organogram

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

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

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

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

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

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

2.3.8 Health and Safety Representative(s)

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

2.3.9 Health and Safety Committees

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organised and chaired by the Principal Contractor's Responsible Person. All Contractors' Responsible Persons and Health & Safety Representatives shall attend the monthly health & safety meetings.

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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

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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.

Project name:
Date:

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)

Project:

ANNEXURE A

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

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

ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

Project:

ANNEXURE B

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

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

| Appointment | OHS Reference | Requirement |
|---|----------------------|--|
| CEO Assignee | Section 16(2) | A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person |
| Construction Work Supervisor | CR 8.7 | A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/ her overall duties. |
| Subordinate Construction Work Supervisors | CR 8.8 | A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor. |
| Health & Safety Representative(s) | Section 17 | A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace. |
| Health & Safety Committee Member(s) | Section 19 | A competent person(s) representing the employer to assist with the on site Health & Safety matters. |
| Incident Investigator | GAR 8 | A competent person to investigate incidents / accidents on site and could be: <ul style="list-style-type: none"> • The employer • H&S Representative • Designated person • Member of the H&S Committee |
| Risk assessment co-ordinator | CR 9 | A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors. |
| Fall protection plan co-ordinator | CR 10 | A competent person to prepare & amend the fall protection plan. |
| First Aiders | GSR 3 | A qualified person to address all on site first aid cases. |
| Machinery Inspector | GSR 2.1 | A competent person to supervise machinery. |
| Lifting machine & equipment inspector | DMR 18 | A competent person to inspect lifting machines, equipment & tackle. |
| Scaffolding Inspector | SABS 085 | A competent person to inspect scaffolding before use and every time after bad weather, etc. |
| Scaffolding erector | GSR 13D | A competent person to erect scaffolding. |
| Scaffolding supervisor | SABS 085 | A competent person to supervise scaffolding. |
| Formwork & support work inspector | CR 12 | A competent person to inspect formwork & support work. |
| Excavation Inspector | CR 13 | A competent person to inspect excavation work and ensure that approved safe working procedures. Are followed at all times. |

| | | |
|---|---------|---|
| Ladder Inspector | GSR 13A | A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record. |
| Stacking Supervisor | CR 28 | A competent person to supervise all stacking and storage operations. |
| Explosive powered tools inspector/supervisor | CR 21 | A competent person to inspect & clean the tool daily and controlling all operations thereof. |
| Temporary electrical installations supervisor | CR 24 | A competent person to control all temporary electrical installations. |
| Fire-fighting equipment inspector | CR 29 | A competent person to inspect fire-fighting equipment. |

OTHER REQUIREMENTS

Project:

ANNEXURE C

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

| What | When | Output | Accepted by Client & date |
|---|--|---|---------------------------|
| Induction training | Every worker before he/she starts work. | Attendance registers | |
| Awareness Training (Tool Box Talks) | At least weekly | Attendance registers | |
| Health & Safety Reports | Monthly | Report covering: <ul style="list-style-type: none"> Incidents / accidents and investigations Non conformances by employees & contractors Internal & External H&S audit reports | |
| Emergency procedures | Ongoing evaluation of procedure | Table procedure in writing as well as tel. numbers | |
| Risk assessment | Updated and signed off at least monthly | Documented risk assessment | |
| Safe work procedures | Drawn up before workers are exposed to new risks | Documented set of safe work procedures (method statements), updated and signed off. | |
| General Inspections | Weekly & daily | Report OHS Act compliance: <ul style="list-style-type: none"> Scaffolding Excavations Formwork & support work Explosive tools | |
| General Inspections | Monthly | <ul style="list-style-type: none"> Fire fighting equipment Portable electrical equipment Ladders Lifting equipment/slings | |
| List of contractors | List to be updated weekly | Table list, number of workers and Company tel. numbers | |
| Workman's Compensation | Ongoing | Table a list of Contractors' workman's compensation proof of good standing. | |
| Construction site rules & Section 37.2 Manadatory 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)

RESERVE RULES FOR CONTRACTORS

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

16. No-one is permitted to damage or potentially damage any road or property within the Protected Area without prior permission from the OIC of the Protected Area.
17. No one may damage, hurt or endanger any animal, human being, plant or property of Ezemvelo KZN Wildlife. No animal or plant may be disturbed, removed or harmed. No rocks may be defaced. It is forbidden to feed the animals.
18. Any person who causes any damage to any property within the Protected Area or to any animal or plant in the Protected Area shall be liable for the costs or repair or replacement of such property or the costs of treatment of such animal or plant. In addition the offending person may be prosecuted.
19. Littering and pollution is prohibited. No person may discard any article, including cigarette ends, or refuse of whatever nature, except in receptacles and containers provided specifically for this purpose. All other refuse or litter must be kept and removed from the Protected Area.
20. Designated toilets must be provided and only these may be used for ablutions.
21. No one may discard any burning object in any place where it may set fire to any other object or otherwise act in a manner likely to cause a fire other than where the making of a fire is specifically permitted. No open fires are permitted and the use of gas must be by prior arrangement with the OIC of the Protected Area.
22. No firearms will be permitted into the Protected Area. Any person wishing to bring a firearm into the Protected Area or construction site must make prior arrangement with the OIC of the Protected Area.
23. No animals are to be brought to site or into the Protected Area. No pets are permitted.
24. The consumption of alcohol is prohibited in all areas except booked accommodation and the designated, demarcated contractor's accommodation units.
25. Advertising or trading within the Protected Area is not allowed.
26. Any person to whom special permission of any nature whatsoever may be granted to enter into or reside in the Protected Area shall, in addition to the provisions of the Act, the regulations and these rules, observe all instructions which the OIC may deem fit to issue in connection with such permission.
27. Noise levels are to be kept to approved limits. Machinery must use appropriate silencers and must be well maintained to reduce pollution.
28. Night lighting must be appropriate and directed towards the construction works.
29. No person shall stay or overnight in any part of the Protected Area at any place other than a resort or any other place designated by the Authority for such stay.
30. Overnight security must be with the prior arrangement with the OIC of the Protected Area.
31. Contractors and their staff and sub-contractors must remain within the designated construction sites and access routes at all times.
32. No person shall fail to comply with a lawful instruction issued by the Authority or an officer while inside the Protected Area.
33. Any person who persists in causing a nuisance to any other user of the Protected Area or who persists in disregarding the applicable regulations, rules, notices or lawful instructions of an officer may be required to leave the Protected Area and may be prohibited from re-entering the Protected Area.

PART C2: PRICING DATA

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILLS OF QUANTITIES

C2.1 PRICING INSTRUCTIONS

1. The GCC Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Contractor is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities². Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Quotation is based.
- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Contractor shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the Quotation rates shall apply should work under these items actually be required.

Should the Contractor group a number of items together and Quotation one sum for such group of items, the single Quotation sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The Quotation rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 8 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

| | | |
|----------|---|--|
| Unit | : | The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications |
| Quantity | : | The number of units of work for each item |
| Rate | : | The payment per unit of work at which the Contractor Quotations to do the work |
| Amount | : | The quantity of an item multiplied by the Quotation rate of the (same) item |
| Sum | : | An amount Quotation for an item, the extent of which is described in the Bill |
| | | of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units |

- 9 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

| | | |
|----------------------|---|-----------------------|
| % | = | percent |
| h | = | hour |
| ha | = | hectare |
| kg | = | kilogram |
| kl | = | kiloliter |
| km | = | kilometer |
| km-pass | = | kilometre-pass |
| kPa | = | kilopascal |
| kW | = | kilowatt |
| l | = | liter |
| m | = | meter |
| mm | = | millimeter |
| m ² | = | square meter |
| m ² -pass | = | square meter-pass |
| m ³ | = | cubic meter |
| m ³ -km | = | cubic meter-kilometer |
| MN | = | meganewton |
| MN.m | = | meganewton-meter |
| MPa | = | megapascal |
| No. | = | number |
| Prov sum | = | Provisional sum |
| PC sum | = | Prime Cost sum |
| R/only | = | Rate only |
| sum | = | lump sum |
| t | = | ton (1000 kg) |
| W/day | = | Work day |

C2.2 BILL OF QUANTITIES

| | | | | | |
|--|---|------|-----|------|--------|
| PROJECT TITLE | Completion Contract of water treatment plants at Mpila Camp, Mganu Camp, Hilltop Camp and Cape Vidal for Ezemvelo KZN Wildlife | | | | |
| Rate shall mean inclusive of material, labour, equipment cost, and where appropriate for installation and commissioning. | | | | | |
| ITEM NO. | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
| | | | | | |
| | DEMOLITIONS | | | | |
| | | | | | |
| | The Bidder is referred to the relevant Clauses in the Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities. | | | | |
| | | | | | |
| | VIEW SITE | | | | |
| | | | | | |
| | Before submitting his tender, the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained | | | | |
| | | | | | |
| | GENERAL | | | | |
| | | | | | |

| | | | | | |
|--|---|--|--|--|--|
| | <p>Water supply pipes and other piping in ground that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings to the satisfaction of the principal agent</p> <p>Unless otherwise described all materials are to become the property of the contractor and are to be removed from the site</p> | | | | |
| | ALTERATIONS | | | | |
| | <p>The Tenderer is referred to the relevant Clauses in the Model Preambles for Trades (2008 Edition) and to the Supplementary Preambles which are incorporated at the front of these Bills of Quantities.</p> | | | | |
| | SUPPLEMENTARY PREAMBLES | | | | |
| | <p>Note: The following Bill of Quantities will be subject to re-measurement during the work and on completion of the works</p> <p>All the requirements of the Occupational Health and Safety Act refer, especially those regarding the inspection of the reservoir.</p> | | | | |
| | <p>Old materials from alterations expect were described to be re-used or handed over, as well as all rubbish, etc. must be regularly carted from site and not be allowed to accumulate on or around the site.</p> | | | | |
| | | | | | |
| | <p>The contractor will be held solely responsible for any injury to persons, damage to property and for safety of the structure throughout the duration of the Contract and must make good at his own expense any damage that may occur.</p> | | | | |

| | | | | | |
|---|---|------|---|--|--|
| | Any existing work damaged or disturbed through alterations, etc. shall be made good with all necessary new materials to match existing and left complete and perfect in every respect to the satisfaction of the Representative/Agent. Note: The following Bill of Quantities will be subject to re-measurement during the work and on completion of the works | | | | |
| | SERVICING, REPAIRING, ETC | | | | |
| | | | | | |
| | MPILA WATER TREATMENT PLANT | | | | |
| | | | | | |
| 1 | Supply and installation of 60 KVA Generator set with AVR. | No. | 1 | | |
| | | | | | |
| 2 | Supply and installation of Hasqvarna, inlet/outlet size of 50mm, height of 28m, suction of 7m, 32m/h discharge Water Pump, or similar approved. | No. | 1 | | |
| | | | | | |
| 3 | Franklin high lift pump, Mono HD60H, or similar approved. | | | | |
| | | | | | |
| 4 | Franklin high lift pump, Mono HD115 with motor (5.5Kw three phase) or similar approved and modified to existing steel (300m head @11 m3 pump speed; 1180rpm) complete with frames, valves and sundry fittings. | No. | 2 | | |
| | | | | | |
| 5 | Supply and install generator pump to operate one high lift standby pump. Generator pump specification: TR4, 4-cylinder, 98.42mm/ 3.875 in cylinder bore, 101,6mm/4.0 in stroke, 1800r/min, 5.5l/h. | No. | 1 | | |
| | | | | | |
| 6 | COMMISSIONING | | | | |
| | | | | | |
| 7 | COC | Item | 1 | | |

| | | | | | |
|----|--|------|---|--|--|
| | | | | | |
| | HILLTOP WATER TREATMENT PLANT | | | | |
| | | | | | |
| 8 | Supply and install filter. This includes nozzles, sand, anthracite, quantum D1/P8 -50, etc. Media type and levels must be installed according to manufacture's instructions. Commission filters to demonstrate satisfactory performance. | No. | 1 | | |
| | | | | | |
| 9 | Completion of electrical panel and addition of outstanding pump to the panel. | Item | 1 | | |
| | | | | | |
| 10 | COMMISSIONING | | | | |
| | | | | | |
| 11 | COC | Item | 1 | | |
| | | | | | |
| | MGANU WATER TREATMENT PLANT | | | | |
| | | | | | |
| 12 | Supply and install filter. This includes nozzles, sand, anthracite, quantum D1/P8 -50, etc. Media type and levels must be installed according to manufacture's instructions. Commission filters to demonstrate satisfactory performance. | No. | 2 | | |
| | | | | | |
| 13 | Supply and install chlorine and floc dosing pump. (Two will be installed as spares) 11.1 Watts, 3.9l/h, 1.03 gph. | No. | 2 | | |
| | | | | | |
| 14 | Supply and installation of Raw water 1.1 kW Aqua Drive 1500 spec pumps or similar approved. | No. | 2 | | |
| | | | | | |
| 15 | COMMISSIONING | | | | |
| | | | | | |
| 16 | COC | Item | 1 | | |
| | | | | | |
| | CAPE VIDAL WATER TREATMENT PLANT | | | | |
| | | | | | |
| 17 | Iron filter, glass filter, 1500l/h max cap with all three classes of media manual control. | No. | 1 | | |
| | | | | | |
| 18 | Supply and install chlorine and floc dosing pump. (Two will be installed as spares) 11.1 Watts, 3.9l/h, 1.03 gph. | No. | 2 | | |
| | | | | | |

| | | | | | |
|--|---|------|---|------------|--|
| 19 | COMMISSIONING | | | | |
| | | | | | |
| 20 | COC | Item | 1 | | |
| | | | | | |
| | PROVISIONAL SUMS AND ALLOWANCES | | | | |
| | | | | | |
| 21 | Allow for Health and Safety requirements. | Item | 1 | | |
| | | | | | |
| 22 | Allow for the sum of R 60 000.00 (Sixty thousand rands only) for Contingencies to be expected as directed by the Project Manager in charge and to be deducted in full or in part if not required. | Item | 1 | R60 000,00 | |
| TOTAL OF WORK | | | | | |
| Add: Preliminary and General Costs of 12% | | | | | |
| TOTAL OF WORK INCLUDING P&G's | | | | | |
| VAT (15%) | | | | | |
| GRAND TOTAL | | | | | |

C3.1 - SCOPE OF WORKS

1. DESCRIPTION OF THE WORKS

Completion Contract of water treatment plants at Mpila Camp, Mganu Camp, Hilltop Camp and Cape Vidal for Ezemvelo KZN Wildlife

2. EXTENT OF THE WORKS

The scope of work includes, but is not limited to:

- Supply and delivery of dosing pump - spare
- Upgrade of Electrical control panel.
- Filter maintenance – replace 2 and change sand on both filters.
- Supply and delivery of spare backwash pump. - Spare
- Upgrade of Abstraction to automatically switch off abstraction pump when reservoir water level is full – leave manual operations it seems adequate.
- Installation of HD60H and HD115M mono pumps and sundries.
- Installation of an iron filter.

It is the intent of this Contract to require an installation complete in all details, whether or not indicated by Ezemvelo's requirements or specifications, for the successful operation of the water treatment plant system at Mganu, Mpila and Hilltop Camp and Cape Vidal.

Electrical Panel upgrade

The operation MCC panel will have the following functional description.

- The operation of the abstraction pump must be coupled to both the floc and sod. Hypo dosing pumps and must render the backwashing pump inoperable.
- The backwashing pump must be manually operated from the control panel.
- The panel mains and all pumps must have green led pilot lights to indicate that they are energised and red pilot lights to indicate that they are off.
- There must be separate buttons to switch on or switch-off the pumps.
- There should be a 220-volt socket in the panel for operating maintenance equipment.

NB the pump must be supplied with a full installation kit which includes a foot-valve, electrical cabling, tubing, etc.

Filter Maintenance

The sand and anthracite media must be installed to the level specified by the Filter supplier/manufacturer. The sand and anthracite media size and type must conform to that specified by the supplier/manufacturer for the type of filter.

Filter Upgrade

The new filter should be identical or similar to the existing filter and must be installed about 0.25m away from the existing filter on the existing concrete plinth. The filter must be filled with sand and anthracite media according to Supplier/Manufacturer's specifications and instructions. The piping arrangement should be similar to the existing filter enabling the choice between filtering and backwashing modes and the backwashing and filtration lines should tie into the existing lines enabling filtering through both filters simultaneously.

Please note that in this case, the Hayward multiport valve must be installed in such a manner as to provide the same functionality as the multiport valve of the existing filter enabling filtration through both filters (though not in series) simultaneously and backwashing of individual filters.

3. LOCATION OF THE WORKS

Add in the Location of the work here. Indicate accessibility to and from the site. The site is located at Mpila Camp, Mganu and Hilltop Camp at Hluhluwe Imfolozi Park and Cape Vidal.

4. CERTIFICATION BY RECOGNIZED BODIES

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

5. SERVICES TO BE PROVIDED

State requirements, as necessary for the contract to:

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

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

6. UNAUTHORISED PERSONS

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

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

7. ELECTRONIC PAYMENTS

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

8. DAILY RECORDS

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

9. PAYMENT CERTIFICATES

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

10. PERMITS

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

11. PROOF OF COMPLIANCE WITH THE LAW

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