



INVITATION TO BID

BID NUMBER:	EKZNW 09/2023/24
DESCRIPTION OF GOOD/SERVICE/WORK REQUIRED:	SUPPLY, INSTALLATION, REPAIRS AND COMMISSIONING OF AIR-CONDITIONERS FOR HILLTOP CAMP FOR EZEMVELO KZN WILDLIFE
REQUIRED CIDB GRADING:	It is estimated that tenderers should have a CIDB contractor grading of 3 ME or higher.
COMPULSORY SITES BRIEFING SESSIONS DATE & ADDRESS:	Date: 18 January 2024 Time: 11:00am Venue: Hluhluwe Imfolozi Park, Hilltop Camp, Reception/Admin Block
CLOSING DATE AND TIME:	08 February 2024 11:00am
BID VALIDITY PERIOD:	120 calendar days (commencing from the Closing Date)
BID DOCUMENTS DELIVERY ADDRESS:	Ezemvelo KZN Wildlife, Head Office Queen Elizabeth Park No. 1 Peter Brown Drive Montrose, Pietermaritzburg 3202 NB: Bidders must submit both hard copies and electronic documents in the form of a USB.

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

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

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

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

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

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

WHO REPRESENTS (state name of bidder)CSD Registration

Number.....

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

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

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

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

Site/Building/Institution Involved: _____

BID No: EKZNW 09/2023/24.

Service: Supply, installation, repairs, and commissioning of air-conditioners for Hilltop camp for Ezemvelo KZN Wildlife

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

On behalf of (company name) _____

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

Signature of Bidder or Authorized Representative
(PRINT NAME)

DATE: ____/____/____

Name of Public Entity Representative
(PRINT NAME)

Official stamp with signature

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE					
BID NUMBER:	EKZNW 09/2023/24	CLOSING DATE:	08 February 2024	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY, INSTALLATION, REPAIRS AND COMMISSIONING OF AIRCONDITIONERS FOR HILLTOP CAMP FOR EZEMVELO KZN WILDLIFE				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED AT THE FOLLOWING ADDRESS:					
Ezemvelo KZN Wildlife, Head Office					
Queen Elizabeth Park					
No. 1 Peter Brown Drive, Montrose					
Pietermaritzburg, 3202					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sthabiso Sithole		CONTACT PERSON	Bongiwe Mazibuko	
TELEPHONE NUMBER	033 845 1225		TELEPHONE NUMBER	033 845 1912	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Sthabiso.Sithole@kznwildlife.com		E-MAIL ADDRESS	mazibukb@kznwildlife.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES 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, 2017, 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.

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

GENERAL CONDITIONS OF BID

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

1. Definitions and Interpretations

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

2. Issuing of Documents and Cost of Bidding

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

3. Bid validity period

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

4. Submission of Bids

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

A Bid submitted by:

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

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

- **Bid Number: EKZNW 09/2023/24.**
- **Description of Services: SUPPLY, INSTALLATION, REPAIRS AND COMMISSIONING OF AIR-CONDITIONERS FOR HILLTOP CAMP FOR EZEMVELO KZN WILDLIFE**
- **Closing date: 08 February 2024**

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

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

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

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

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

The employer shall return bid offer received after the closing time stated in the advertisement, unopened, (unless it is necessary to open a bid submission to obtain a forwarding address), to the bidder concerned. Bids must be submitted on the documentation provided by the Ezemvelo KZN Wildlife (original bid documents). Submitting a copy of the original bid document will invalidate your bid.

5. Notices to Bidders

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

6. Amendments to Bid by Employer

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

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

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

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

8. Alternative Bids

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

9. Qualification of Bids

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

10. Offering of a Commission or Gratuity

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

11. Method of Award

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

12. Acceptance of Bid

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

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

13. Rejection of Bids

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

14. Ownership of Documentation

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

the successful Bidder.

15. Undertaking in Event of Withdrawal of Bid.

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

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

16. Precedence of Documentation

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

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

17. Alterations or Corrections

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

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

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

18. Confidentiality of Bid Documents

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

19. Copyright

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

20. False Declarations

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

21. Consent to Risk Analysis and Access to Information

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

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

22. Prices quoted in bid documents

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

23. Compulsory meeting (If applicable)

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

24. Tax Clearance Certificate

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

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

25. Certificates

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

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

26. Eligibility

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

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

27. Arithmetical errors

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

28. Submitting a bid offer

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

AUTHORITY TO SIGN A BID

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

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

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

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

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

NAME	ADDRESS	SIGNATURE	DATE

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

Note:

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

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

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

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

SPECIAL CONDITIONS OF CONTRACT

1. INTRODUCTION

This bid is subject to the Preferential Procurement Policy Framework Act and the 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 120 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	PHASE 3
Completeness Screening	Mandatory requirement	80/20 Preference Points System
Compliance and completeness of proposal per the set of bid conditions.	Provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000. Provide proof of grading level 3 ME or higher	The bid will be evaluated in terms of Preferential Procurement Regulations, 2022: <ul style="list-style-type: none"> - 80 points for price - 20 points for specific goals

7.1. Phase 1: Compliance and completeness screening

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

7.2. Phase 2: Mandatory Requirements

Bidder to provide the required documents as per all mandatory requirements stipulated in this document.

NOTE: It is **MANDATORY** for the Bidder to submit relevant documentation in respect of the below and failure to do so will result in the bid being considered as incomplete and **THUS NOT BE CONSIDERED**.

No.	Requirements, please tick with X	Comply	Non - comply
7.2.1.	Provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000. Provide proof of grading level 3 ME or higher		

7.3. Phase 3: Functionality Criteria

TENDER EVALUATION CRITERIA AND SCORING

The Bid functionality will be evaluated out of 100 points by using the following points weight categories.

All Bids that scored below the **60 points** will be eliminated and not considered for further evaluation.

	Evaluation Criteria	Deliverables	Points	Sub-Points		Sub-Criteria	
1.	Competency, Experience and Resource Capacity		50 Points				
	Tenderer to demonstrate their competency and capacity to undertake the project	List of 3 or more projects of Air conditioning repairs, maintenance, or installations in buildings of R 200 000 or higher within the last 5 years. List per project must be supported by a set of documents - (signed letters of appointment, completion certificate signed by the client/awarding institution).	50	50 of 50	Sub-points	3 Projects with a full set of documents	
				30 of 50	Sub-points	2 Projects with a full set of documents	
				10 of 50	Sub-points	1 Project with a full set of documents	
				0 of 50	Sub-points	0 Projects with a set of documents	
3.	Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project		50 Points				
	Demonstration of the tenderer's human resource capacity and technical competency for the project - Contracts Manager/Project manager - Safety officer Detailed proposed project team organogram that sets out the roles and responsibilities of each proposed team member, which is backed up by their curriculum vitae; demonstrating extensive experience in projects in Engineering/Built environment	Contracts Manager/Project Manager •relevant qualification •minimum 5 years of experience	25	10	Sub-points	NQF level 6 or higher qualification in engineering and Mechanical trade test	
				15	Sub-points	0 years= 0 points 2-3 years =5 points 3-4 years =10 points 5 years = 15 points	
			Safety Officer • Relevant qualification • minimum of 5 years' experience	25	10	Sub-points	NQF level 5 or higher qualification in engineering/built environment
					15	Sub-points	0 years= 0 points 2-3 years =5 points 3-4 years =10 points 5 years = 15 points
TOTAL POINTS			100				

7.4. Phase 4: 80/20 Preference points system

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

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

The Contract

Part C1: Agreements and contract data

- C1.1 Form of offer and acceptance
- C1.2 Contract data
- C1.3 Form of Guarantee
- C1.4 Pre-construction Health and Safety specification
- C1.5 Contractor's Health and Safety declaration
- C1.6 Reserve rules for contractors
- C1.7 Environmental Management Plan

Part C2: Pricing data

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

Part C3: Scope of work

- C3.1 Scope of Work

Part C4: Site information

- C4.1 Site information

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 - FORM OF OFFER AND ACCEPTANCE

OFFER

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

EKZNW 09/2023/24: SUPPLY, INSTALLATION, REPAIRS AND COMMISSIONING OF AIRCONDITIONERS FOR HILLTOP CAMP 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.

C1.2 CONTRACT DATA:	
with GCC for Construction Works - Third Edition 2015	
CONTRACT DATA FOR:	
SUPPLY, INSTALLATION, REPAIRS AND COMMISSIONING OF AIRCONDITIONERS FOR HILLTOP CAMP FOR EZEMVELO KZN WILDLIFE	
Bid no:	N/A
	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.
	CONTRACT SPECIFIC DATA The following contract specific data are applicable to this contract:
	CONTRACT VARIABLES 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 . 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. 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.
Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:	
	PRE-TENDER INFORMATION
	CONTRACTING AND OTHER PARTIES
[1.1.1.15]	Employer: Ezemvelo KZN Wildlife Postal address: <i>Private Bag X 9041 PIETERMARITZBURG 3202</i> Tel: 033 - 845 1912 Fax: 086 - 295 8579
[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:	5 years after the Final Approval Certificate
<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	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.
[5.6]	Initial Programme	The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.
[6.2]	Guarantee	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.
[8.6]	Insurance	The Contractor shall deliver his insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Cash flow by contractor	The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Priced Bill of Quantity	The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Programme	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
	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]	Practical Completion Date	
	The Practical Completion date is: A time measured from the Commencement date.	
	For the works as a whole:	

	The whole of the works shall be completed within:	<div>4</div> <div>Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).</div>
[5.5.1] [5.13.1]	The date for practical completion shall be The penalty per calendar day shall be :	<div>To be determined</div> <div>0.04% of the Contract Price, rounded to the nearest R10</div>
[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:	<div>80,00%</div>
[6.10.3]	Percentage retention on amounts due to contractor is: Maximum retention is:	<div>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.</div> <div>0,00%</div> <div>of the Contract Price</div>
[6.8.1] [6.8.2] [6.8.3] [6.8.2] [6.8.3]	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</u> and the contract exceeds <u>R1,000,000.00</u> , be subject to a Contract Price Adjustment Factor. Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule." must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2013)" 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." 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. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only.	
[10.5] [10.5.3] [10.9.1]	The determinations of disputes shall be by ARBITRATION ONLY. The number of Adjudication Board Members to be appointed is: 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> "	<div>One</div>
	Details of changes made to the General Conditions of Contract for construction works (2015) Third Edition	
	Clause	
[1.1]	[1.1.1.]	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.
	[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>[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>[1.1.1.1 6]</p> <p>[1.1.1.2 1]</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>
	<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></p> <p>[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".</p> <p>[6.10.6. 2] 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> 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>
<p>[5.12. 3]</p>	<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> <ol style="list-style-type: none"> 5.12.3. <i>Failure to give possession of the site to the contractor.</i> 1 5.12.3. <i>Making good physical loss and repairing damage to the works where the contractor is not at risk.</i> 2 5.12.3. <i>Contract instructions not occasioned by default by the contractor.</i> 3 5.12.3. <i>Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor.</i> 4 5.12.3. <i>Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met.</i> 5

	<p>5.12.3. Suspension or cancellation termination invoked by a nominated or selected n/s subcontractor due to default by the employer or the principal agent.</p> <p>6</p> <p>5.12.3. Insolvency of a nominated subcontractor.</p> <p>7</p> <p>5.12.3. A direct contractor.</p> <p>8</p> <p>5.12.3. Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents.</p> <p>9</p> <p>5.12.3. The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate.</p> <p>10</p> <p>5.12.3. Late or failure to supply materials and goods for which the employer is responsible.</p> <p>11</p> <p>5.12.3. Suspension of the works."</p> <p>12</p>
[5.14.5.1]	Omit entire clause 5.14.5.1
[5.16.4]	<p>Add the following new clause "5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract:</p> <p>5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."</p>
[6.2.2]	Replace the following <i>"..it shall be deemed that the Contractor has selected a security of ten percent retention of the value of the Works."</i> with <i>"..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."</i>
[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]	<p>Omit "without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."</p> <p>Duties and functions of the Engineer requiring the specific approval of the Employer BEFORE execution of any part of these duties are as follows:</p> <ul style="list-style-type: none"> (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.
	<p><u>MANAGING PROJECT DURATION</u></p> <ul style="list-style-type: none"> (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 be 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:

Description		Months					Total
		Sept	Oct	Nov	Dec	Jan	
		Hours	Hours	Hours	Hours	Hours	
Program med	Rain days	0	30	30	15	15	90

	-	Actual	Rain days	16	22	35	15	18	106
	-	Difference		-16	8	-5	0	-3	-16
	8 hrs/day *	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 _____ Capacity of signatory _____	for and behalf of the Employer who by signature hereof warrants authorisation hereto. as Witness.
	Thus done and signed at.....onof.....20.....	
	Name of signatory _____ Capacity of signatory _____	for and behalf of the Contractor who by signature hereof warrants authorisation hereto. as Witness.

C1.3 FORM OF GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expire Date" means:

CONTRACT DETAILS

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

FIXED PERFORMANCE GUARANTEE

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

CONDITIONS APPLICABLE TO FIXED PERFORMANCE GUARANTEES

1. The Guarantor hereby acknowledges that: Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship. Its obligation under this Performance Guarantee is restricted to the payment of money. Subject to the Guarantors maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
 - 2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employers Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
 - 2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy of the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
 - 2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
3. Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

- 3.1 the Contact has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.2 A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3 The aforesaid written demand is accompanied by a copy of the notice of termination and /or the provisional/ sequestration and/ or the provisional liquidation court order.
4. It is recorded that the aggregate amount of payments requires to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantors' maximum liability in terms of 1.1 or 2.1.
5. Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employers bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
6. Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
7. Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claim will be considered by the Guarantor. The original of the Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed in the presence of the subscribing witnesses:

Atfor and on behalf of

.....

on this the day of 20.....

SIGNATURE (1) :

CAPACITY :

ADDRESS :

:

:

AS WITNESSES : 1

2

C1.4 Pre-construction Health and Safety specification



PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

Project: SUPPLY, INSTALLATION, REPAIRS AND COMMISSIONING OF AIRCONDITIONERS FOR HILLTOP CAMP FOR EZEMVELO KZN WILDLIFE

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1. INTRODUCTION AND BACKGROUND

1.1 Background to the Pre-construction Health and Safety Specification

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

1.2 Purpose of the Pre-construction Health and Safety Specification

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

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

1.3 Implementation of the Pre-construction Health and Safety Specification

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

2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

2.1 Scope

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

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

2.2 Interpretations

2.2.1 Application

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

2.2.2 Definitions

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

2.3 Minimum Administrative Requirements

2.3.1 Notification of Intention to Commence Construction Work

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

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

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

2.3.3 Competency for Contractor's Appointed Competent Persons

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

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

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

2.3.5 Occupational Health and Safety Policy

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

2.3.6 Health and Safety Organogram

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

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

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

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

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

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

2.3.8 Health and Safety Representative(s)

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

2.3.9 Health and Safety Committees

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

2.3.10 Health and Safety Training

2.3.10.1 Induction

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

2.3.10.2 Awareness

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

2.3.10.3 Competency

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

2.3.11 General Record Keeping

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

2.3.12 Health & Safety Audits, Monitoring and Reporting

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

2.3.13 Emergency Procedures

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

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

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

2.3.14 First Aid Boxes and First Aid Equipment

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

2.3.15 Accident / Incident Reporting and Investigation

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

2.3.16 Hazards and Potential Situations

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

2.3.17 Personal Protective Equipment (PPE) and Clothing

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

- Lost or stolen;
- Worn out or damaged.

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

2.3.18 Occupational Health and Safety Signage

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

2.3.19 Permits

Permits may include the following:

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

2.3.20 Contractors and Sub-contractors

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

2.3.21 Incentives and Penalties

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

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

2.4 Physical Requirements

2.4.1 Demolition Work

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

2.4.2 Excavations, Shoring, Dewatering or Drainage

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

The Contractor shall make sure that:

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

2.4.3 Edge Protection and Penetrations

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

2.4.4 Explosives and Blasting

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

2.4.5 Piling

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

2.4.6 Stacking of Materials

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

2.4.7 Speed Restrictions and Protection

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

2.4.8 Hazardous Chemical Substances (HCS)

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

2.4.9 Asbestos

Not applicable

2.5 Plant and Machinery

2.5.1 Construction Plant

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

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

2.5.2 Pressure Equipment Regulations and Gas Bottles

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

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

2.5.3 Fire Extinguishers and Fire Fighting Equipment

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

2.5.4 Hired Plant and Machinery

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

2.5.5 Scaffolding / Working at Heights

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

2.5.6 Formwork and Support work for Structures

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

2.5.7 Lifting Machines and Tackle

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

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

2.5.8 Ladders and Ladder Work

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

2.5.9 General Machinery

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

2.5.10 Portable Electrical Tools and Explosive Powered Tools

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

The Contractor shall consider the following:

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

- Signs to be posted up in the areas where explosive powered tools are being used.

2.5.11 High Voltage Electrical Equipment

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

2.5.12 Public and Site Visitor Health & Safety

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

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

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

2.5.13 Night Work

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

2.5.14 Transport of Workers

The Principal Contractor and other Contractors shall not:

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

2.6 Occupational Health

2.6.1 Occupational Hygiene

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

2.6.2 Welfare Facilities

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

2.6.3 Alcohol and other Drugs

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

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)

Appointment	OHSA Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Work Supervisor	CR 8.7	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 8.8	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & Safety matters.
Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site and could be: <ul style="list-style-type: none"> • The employer • H&S Representative • Designated person • Member of the H&S Committee
Risk assessment co-ordinator	CR 9	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-ordinator	CR 10	A competent person to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person to address all 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 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatories.	

C1.5 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - a) From my own competent resources as detailed in 4(a) hereafter: ***Yes/No**
 - b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes/No**
 - c) From outside sources by appointment of competent specialist subcontractors as detailed in 3(c) hereafter: ***Yes/No**(* = delete whatever is not applicable)
4. Details of resources I propose:
(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in the OHSA 1993 Construction Regulations 2014, as applicable to this contract)
 - a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b)Detail of training of persons from my company's own resources (or to be hired) who still

have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

.....

(ii) When will training be undertaken?

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

.....
.....

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

Name of proposed subcontractors:

.....
.....
.....
.....

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

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

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

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

SIGNATURE:

DATE:

.....

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

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.

CONSTRUCTION PHASE

ENVIRONMENTAL MANAGEMENT PLAN (EMP)

1. PRINCIPLES

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

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

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

2. SITE PROTECTION MEASURES

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

2.1 General

- a. All Reserve Rules must be adhered to by contractors, subcontractors and staff (this includes behaviour, disturbance and access. The lead contractor will be held responsible for subcontractors and their staff. Staff and subcontractors may be refused entrance from the protected area should they fail to comply with the EMP, Reserve Rules or relevant legislation.
- b. Open fires for heating and cooking shall only be permitted by agreement with Reserve and Camp Management, and only in designated areas at the staff accommodation. Fires are not permitted on the site.
- c. Areas disturbed by construction activities must be minimised. This will in turn reduce many of the construction related environmental impacts of the project and will also reduce rehabilitation requirements and costs.
- d. Contractors and construction staff may in no way interfere with visitors to the protected area. All interactions with visitors should be through the reserve management staff. Visitors shall likewise not be permitted to enter the construction site without permission and suitable signage must be in place.
- e. All relevant safety precautions must be taken and emergency plans put in place to prevent damage or injury to humans and animals due to construction or related activities or structures.
- f. Construction programming and methods should be designed to minimise construction impacts on the surrounding environment.

2.2 Site Establishment

- a. Areas for construction and related activities must be agreed upon by the relevant technical and ecological staff and roped off from the surrounding, undisturbed environments. Access routes and storage areas must be similarly demarcated and adhered to. No movement or storage of materials, machinery or personnel shall be permitted in the surrounding natural areas.
- b. Routes for construction access and haul roads shall be existing paths and routes. All contractors and construction staff, vehicles and materials movement shall be confined to these paths and roads.
- c. Site layout (including the contractors camp) must be designed to minimise impacts and risks to visitors to the protected area (such as visual or noise disturbance) and services (such as sanitation, waste and cooking facilities).
- d. All materials and machinery for construction or related activities are to be handled, stored, transported and maintained in accordance with the relevant regulations. No machinery is to be serviced on site.

- e. The Contractors and construction staff shall ensure that dust generation by construction and related activities, is kept to a minimum. Roads and working surfaces should be maintained regularly and this may include spraying with water to dampdown excess dust. Water used for this purpose should not be in quantities great enough to generate run-off or cause erosion, nor contain pollutants.
- f. Contractors and construction staff shall ensure that the site is kept clean and tidy at all times. All designated working areas shall be cleared of all waste materials, be they rubble, building scraps, domestic or industrial wastes.

2.3 Vegetation and Animals

- a. Contractors and construction staff may in no way interfere with the natural vegetation, animals or surroundings. Any components of the natural environment that may be disturbed for construction related purposes must be specified and agreed to by reserve management or the regional ecologist.
- b. Burning of vegetation including tree trunks and stumps cut during site clearing and establishment shall not be permitted unless specifically authorised by the Reserve Management and Regional Ecologist. All cut vegetation shall be removed to the local landfill sites designated by the Regional Ecologist and Reserve Management. Smaller, thorny material may be kept and used for brush packing and rehabilitation if appropriate.
- c. Plants within the designated development area shall only be moved or removed as authorised by the Regional Ecologist and these should be set out in a schedule for reference. Any shrubs or trees of significant size shall be protected and permission obtained to cut or remove these as above. Ideally these should also be marked with danger-tape.
- d. Removal, damage or disturbance of any plant outside the designated area is not permitted. Gathering of firewood shall not be permitted.
- e. An alien plant control programme shall be put in place from the start of construction and all alien plants removed immediately. This must be a regular and managed programme until such time as natural vegetation has reclaimed previously disturbed areas. Alien plants should not be allowed to become established and build up a seed-bank in the soil, which will lead to more costly and longer term alien plant control programmes being required for the development.
- f. Animals resident within or moving through the designated area shall not be killed nor unnecessarily disturbed. Should contractors or construction staff notice any sensitive species on site, Reserve Management or the Regional Ecologist should be alerted and the appropriate action as advised by these specialists, taken.

2.4 Soils

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

2.5 Wastes, Pollution and Nuisance

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

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

2.6 Reinstatement and Rehabilitation

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

2.7 Monitoring and Auditing

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

PART C2: PRICING DATA

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

C2.1 BILLS OF QUANTITIES

SUPPLY, INSTALLATION, REPAIRS AND COMMISSIONING OF AIRCONDITIONERS FOR HILLTOP CAMP FOR EZEMVELO KZN WILDLIFE					
BILL NO. 1					
C2 .2 PRELIMINARY AND GENERAL					
	NOTES	UNIT	QUANTITY	RATE	AMOUNT
i)	The agreement is to be the General Conditions of Contract for Works of Civil Engineering Construction (2015) (Third Edition), published by the S.A Institution Of Civil Engineering				
ii)	The Preliminaries are to be the Construction and management requirements for works contracts - Part 1: General engineering and construction works (SANS 1921-1: 2004 Edition 1) prepared by Standards South Africa and shall be deemed to be incorporated herein.				
iii)	Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.				
iv)	Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading.				
v)	Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable").				
vi)	Adjustment of the preliminaries: each item priced, is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time.				
vii)	Time (T) related Preliminaries will only be adjusted for omissions or additions, issued by the Employer, or delays caused by the Employer, for which variation and extension of time has been granted.				
SECTION A: GENERAL CONDITIONS OF CONTRACT					
A1	General (clause 1) F:..... V:..... T:.....	Item			
A2	Basis of Contract (clause 2) F:..... V:..... T:.....	Item			
A3	Employer's Agent (clause 3) F:..... V:..... T:.....	Item			
A4	Contractor's General Obligation (clause 4) F:..... V:..... T:.....	Item			

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

	Carried forward to collection			R	
		UNIT	QUANTITY	RATE	AMOUNT
B4.4	Quality assurance F:..... V:..... T:.....	Item			
B4.5	Setting out F:..... V:..... T:.....	Item			
B4.6	Management and disposal of water F:..... V:..... T:.....	Item			
B4.7	Blasting F:..... V:..... T:.....	Item			
B4.8	Works adjacent to services and structures F:..... V:..... T:.....	Item			
B4.9	Management of the Works and site F:..... V:..... T:.....	Item			
B4.1 0	Earthworks F:..... V:..... T:.....	Item			
B4.1 1	Testing F:..... V:..... T:.....	Item			
B4.1 2	Materials, samples and fabrication drawings F:..... V:..... T:.....	Item			
B4.1 3	Equipment F:..... V:..... T:.....	Item			
B4.1 4	Site establishment F:..... V:..... T:.....	Item			
B4.1 5	Survey control F:..... V:..... T:.....	Item			
B4.1 6	Temporary works F:..... V:..... T:.....	Item			
	Carried forward to collection			R	
		UNIT	QUANTITY	RATE	AMOUNT
B4.1 7	Existing services				

	F:..... V:..... T:.....	Item			
B4.1 8	Health and safety F:..... V:..... T:.....	Item			
B4.1 9	Environmental requirements F:..... V:..... T:.....	Item			
B4.2 0	Alterations, additions, extensions and modifications to existing works F:..... V:..... T:.....	Item			
B4.2 1	Inspection of adjoining structures, services, buildings and property F:..... V:..... T:.....	Item			
B4.2 2	Attendance on nominated and selected subcontractors F:..... V:..... T:.....	Item			
SECTION C: SCOPE OF WORK in accordance with SANS 10403 <i>(The reference to Clauses refer to Table B.1 of SANS 1921-1:2004)</i>					
C1	Certification by recognised bodies - CLAUSE 4.4 F:..... V:..... T:.....	Item			
C2	Agrément certificates - CLAUSE 4.5 F:..... V:..... T:.....	Item			
C3	Other services and facilities - CLAUSE 4.8 F:..... V:..... T:.....	Item			
C4	Recording of weather - CLAUSE 5.2 F:..... V:..... T:.....	Item			
C5	Management meetings - CLAUSE 5.3 F:..... V:..... T:.....	Item			
C6	Daily records CLAUSE 5.6 F:..... V:..... T:.....	Item			
C7	Bond and guarantees - CLAUSE 5.7 F:..... V:..... T:.....	Item			
	Carried forward to collection	R			
		UNIT	QUANTITY	RATE	AMOUNT
C8	Permits - CLAUSE 5.9 F:..... V:..... T:.....	Item			
C9	Proof of compliance with the law - CLAUSE 5.10 F:..... V:..... T:.....	Item			
SECTION D: SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 (Table A.1)					

D1	Requirements for drawings, information and calculations for which the contractor is responsible CLAUSE 4.1.7 F:..... V:..... T:.....	Item			
D2	The responsibility strategy assigned to the contractor for the works CLAUSE 4.2.1 F:..... V:..... T:.....	Item			
D3	The planning, programme and method statements - CLAUSE 4.3 F:..... V:..... T:.....	Item			
D4	Samples of materials, workmanship and finishes - CLAUSE 4.12.1 F:..... V:..... T:.....	Item			
D5	Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2 F:..... V:..... T:.....	Item			
D6	Office for the foreman CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D7	Telephone - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D8	Office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D9	Telephone in office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D10	Sheds - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
	Carried forward to collection	R			
		UNIT	QUANTITY	RATE	AMOUNT
D11	Provision and erection of signboards - CLAUSE 4.14.6 F:..... V:..... T:.....	Item			
D12	Termination, diversion or maintenance of existing services - CLAUSE 4.17.1 F:..... V:..... T:.....	Item			
D13	Services which are known to exist - CLAUSE 4.17.3 F:..... V:..... T:.....	Item			
D14	Detection apparatus - CLAUSE 4.17.4 F:..... V:..... T:.....	Item			
D15	Additional health and safety requirements - CLAUSE 4.18 F:..... V:..... T:.....	Item			

	SECTION E: SPECIFIC PRELIMINARIES <u>Section E contains Specific Preliminary items which apply to this contract except where "N/A" (Not Applicable) appears against the item.</u>				
E1	PROPRIETARY BRANDED PRODUCTS The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative. F:..... V:..... T:.....	Item			
E2	OVERTIME Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Engineer/Principal Agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer. F:..... V:..... T:.....	Item			
E3	AS BUILT DRAWINGS The position of construction breaks and the extent of individual concrete pours are to be recorded by the Contractor on the Structural Engineer's drawings and are to be submitted to the Engineer/Principal Agent and the Structural Engineer for their records. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	
	SECTION E: SPECIFIC PRELIMINARIES	UNIT	QUANTITY	RATE	AMOUNT
E4	SITE INSTRUCTIONS Site Instructions issued on site are to be recorded in triplicate in a Site Instruction book which is to be maintained on site by the Contractor. F:..... V:..... T:.....	Item			
E5	LABOUR RECORD At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day. F:..... V:..... T:..... <i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Public Works) may apply any of the sanctions provided in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required report has not been submitted.</i>	Item			
E6	PLANT RECORD At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works. F:..... V:..... T:.....	Item			

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E7	<p>NON CESSION OF MONIES</p> <p>The Contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract.</p> <p>F:..... V:..... T:.....</p>	Item			
E8	<p>SECTIONAL COMPLETION</p> <p>When it is required that the contract be executed in sections or portions, the tenderer shall allow for all costs in this regard as no claim for additional costs will be entertained.</p> <p>F:..... V:..... T:.....</p>	Item			
E9	<p>LOCAL LABOUR</p> <p>It is a general requirement of this contract that persons normally resident in the locality of the works (Local Labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate Labour not be available within the locality, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ Local Labour. The Contractor shall identify the local community leaders with the purpose of negotiating with them regarding the utilization of Local Labour in the construction process. In this regard, the Contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The Contractor shall, in general, maximize the involvement of the local community.</p> <p>F:..... V:..... T:.....</p>	Item			
	Carried forward to collection			R	
		UNIT	QUANTITY	RATE	AMOUNT
E10	<p>IMPORT PERMITS AND DUTIES</p> <p>The responsibility for obtaining the necessary import permits shall rest with the successful Tenderer. No foreign exchange will be arranged or provided by the Administration.</p> <p>Tenderers are to allow in their tenders and pay the ordinary levy imposed on imported items in terms of item 196.10 of Part 8 of Schedule No. 1 of the Customs and Excise Act, 1964 with effect from 1 October 1989.</p> <p>F:..... V:..... T:.....</p>	Item			
E11	<p>CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP)</p> <p>Notwithstanding anything to the contrary contained in the GCC for Construction Works 2010 2nd Edition, this Contract shall only when the Construction Period exceeds 6 months and the Contract sum exceeds R1,000,000,00 be subject to the Contract Price Adjustment Provisions Indices Application Manual for use with P0151 indices (CPAP) (Revised 1 January 2018) as published by Statistics South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Employer <u>will not accept the submission by Tenderers of lists of additional items.</u></p>				

E12	<p>Where this contract is a Lump Sum contract, the contract will be subject to Contract Price Adjustment Provisions (CPAP) only where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings.</p> <p>F:..... V:..... T:.....</p> <p>EPWP CONDITIONS AND SPECIFICATIONS</p> <p>12.1 EMPLOYMENT TARGETS</p> <p><u>E12.1 a Employment Targets</u></p> <p>The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using labour intensive construction methods on elements where it is economical and feasible for this construction method.</p> <p>No of jobs to be created = [Contractor to fill in an estimated number]</p> <p>F:..... V:..... T:.....</p> <p><u>E12.1 b Employment requirements</u></p> <p>Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.</p> <p>Tenderers must allow for any costs for the employment of unskilled labour as per the requirements of the EPWP program;</p> <ol style="list-style-type: none"> 1. 55% of unskilled labour to be women 2. 55% of unskilled labour to be youth aged between 18 and 35 years 3. 2% of unskilled labour to be people living with disability 4. 100% Unskilled labour utilised must reside within the boundaries of the Municipality Ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources. <p>F:..... V:..... T:.....</p>	Item			
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		UNIT	QUANTITY	RATE	AMOUNT
	<p><u>E12.1 c Labour rate and payment intervals</u></p> <p>The contractor should ensure that labour rate paid to unskilled local labour is commensurate to the daily task. When determining the rate, consideration should be given to that EPWP beneficiaries are mostly bread winners in their families, as the program intends alleviating poverty. There should also be consideration that the labour rate promotes creation of expanded number of jobs created and person days of work.</p> <p>Contractors should make endeavours to ensure that labourers, particularly unskilled are remunerated on fortnight basis and prior notification be made should there be a shortfall on their wages.</p> <p>The labour rate for local unskilled shall also be determined in consideration of the location of the project, i.e. for projects implemented in urbanized municipalities will not be the same as that for rural municipalities.</p>				

	<p>F:..... V:..... T:.....</p> <p>12.2 LABOUR INTENSIVE CONSTRUCTION METHOD</p> <p><u>E12.2 a Labour Intensive Construction (LIC) method</u></p> <p>On site there must a person(s) having competency in managing and implementing LIC methods.</p> <p>*Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site.</p> <p>*Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited</p> <p>F:..... V:..... T:.....</p> <p><u>E12.2 b Labour Intensive Construction Method</u></p> <p>Those parts of the contract to be constructed using Labour Intensive methods will be marked in the BoQ with letter LI (indicating Labour Intensive) against every item so designated. Such works will only be constructed using method so indicated.</p> <p>Reference to be made to Guidelines for the implementation of Labour Intensive Infrastructure projects under EPWP. "Scope of Work in Respect of Work Relating to the Expanded Public Works Programme (EPWP)"</p> <p>F:..... V:..... T:.....</p> <p>E12.3 RECORD KEEPING</p> <p>12.3.1 Every employer must keep in the project site office the following minutes of site progress minutes; contractors' monthly site progress reports; accurately recorded attendance register; proof of payment as means to verify authenticity of data in the EPWP Beneficiary form submitted with payment certificates. Copies of submitted EPWP beneficiary data forms should also be kept in the site office.</p> <p>F:..... V:..... T:.....</p> <p>12.3.2 The employer must keep this record for a period of at least three (3) years after the completion of the project in his/her office as the project site office would have been relocated.</p> <p>This should be safely kept for job creation data verifications and periodical audits on projects conducted by National and Provincial Department of Public Works after one (1) or two (2) quarters of submitting captured EPWP Data to the National EPWP coordinating Department.</p> <p>F:..... V:..... T:.....</p>	Item			
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		UNIT	QUANTITY	RATE	AMOUNT
	E12.4 EPWP REPORTING as per EPWP DATA FORM				

At the end of each month as part of site progress report and to be attached to every contractors' progress payment certificate; the contractor shall provide the principal agent & Public Works with a written records, as per EPWP data form; which will be reflecting, beneficiaries full name & surname; ID No and job description of labour employed by main contractor and sub-contractors on site. At the end of each month the contractor must submit the following documents to be attached to the Progress payment certificate: 1. EPWP monthly data collection form 2. Worker monthly payment upload 3. Worker monthly proof of payment i.e 3.1 Acknowledgement of receipt of payment or 3.2 Payslips 3.3 Bank statement highlighted the workers paid 4. Worker monthly training form 5. Monthly attendance register 6. Certified copies of ID's (once off) 7. ID size photos (once off) 8. Proof of UIF 9. Proof of COIDA

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Item

E12.5 EPWP PROMOTION

12.5.1 EPWP signage board

EPWP Program at the project level shall always be promoted through have the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting. the standard "HELVETIVA MEDUIM " letters are to be used . Professional title to be 10 mm above line . Line thickness to be 8 mm thick . Space between bottom of the line and bottom of the lettering below the line has to be 100 mm. Letter sizes are as follows : Helvetica meduim 100 mm black upper case to be for project name and owner . Helvetica meduim 75mm black upper case only to be used for professional titles. Project name and owner shall be black lettering on white background. board sizes are as follows : Board to be minomum 2000mm from ground level and to be constructed from reinforced formed chromadek panels minimum 0,6mm thick chromadek. The contractor is responsible for ensuring that the project board remains neatly and safely erected for the full duration including maintenance period, after which the project board and post are to be dismantled and handed to the client in good order.

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Item

12.5.2 Branding of labour apparel

Contractor & Sub-contractors' labourers shall be provided with EPWP branded Personal Protective Equipment (PPE), reflector vest with EPWP wording at the back is an ideal and cost effective means of promoting program on site.

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Item

E12.6 COMMUNITY LIAISON OFFICER (CLO)

UTILISATION OF A COMMUNITY LIAISON OFFICER

In addition to the requirements of Clause E9, contained in this document;

The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract

In the interest of providing a sound service to both the community and the Contractor, a CLO may only manage one project at a given time.

	<p>A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.</p> <p>Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:</p> <ol style="list-style-type: none"> 1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor. 2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor. 3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor. 4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise. 5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained. 6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained 7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications 				
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		UNIT	QUANTITY	RATE	AMOUNT
	<p>8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.</p> <p>9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.</p> <p>10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.</p> <p>Tenderers are to price twice the rate of unskilled local labour rate against this item for any and all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Works</p> <p>F:..... V:..... T:.....</p> <p>E12.7 SKILLS DEVELOPMENT ON SITE</p> <p>Contractor in conforming to the object of EPWP that its beneficiaries need to be capacitated with skills that will render them employable in the future. It is then the responsibility of the Contractor that mandatory life skills are provided to 100% of workforce on site and on the job training to labourers from whom the potential for further development has been identified. The latter is not mandatory to all as it covers technical skills.</p> <p>Contractor should also make provision for the possibility that there might be local youth that will need to be placed on the project with an intention to be provided support towards improving their level of competency and productivity.</p>	Item			

<p>Contractor shall also provide all necessary on-the-job training to targeted labour to enable such labour to master and advance on techniques required to undertake the work in accordance with requirements of the contract in a manner that does not compromise workers health and safety.</p> <p>F:..... V:..... T:.....</p> <p>E12.8 LABOUR ONLY Sub Contracting for local emerging enterprises</p> <p>Tenderer's are advised that this contract is subject to the Expanded Public Works Programme (EPWP) and the following criteria will apply:</p> <p><u>African Equity Ownership</u></p> <p>a) The Tenderer is to allow for 5% of the total value of works to be undertaken by a Priority Population Group. This percentage excludes the costs of employing local unskilled labour. The allocation of this percentage from the Project, the screening of people, the selection of skills, will be for the Contractor to adjudicate.</p> <p>b) The Priority Population Group consists of women, youth and disabled people.</p> <p>c) The Contractor is to give first option for prospective PPG's from the surrounding areas of the Project. Should there be insufficient suitable people fitting the criteria of PPG's, the Contractor may hire people from further afield. This is to be done only after consultation with the Department of Works EPWP Co-ordinator and the Community Liaison Officer (CLO).</p> <p>d) A Mentor is to be employed by the Contractor, in consultation with the Department of Works for the purposes of quality control and liaison between the Contractor and the selected PPG's on site. The mentor will be responsible for ensuring an acceptable level of quality workmanship and that such work carried out by the PPG's is executed within the time frames stipulated.</p> <p>In so far as possible, the Contractor is encouraged to expand the PPG's skills, knowledge and performance levels.</p> <p>F:..... V:..... T:.....</p>	Item			
	Carried forward to collection	R		
	UNIT	QUANTITY	RATE	AMOUNT
<p><u>TENDERER'S TO NOTE CONDITIONS</u></p> <p>a) The contract to be entered into between the Contractor and the PPG's will be a LABOUR ONLY sub-contract.</p> <p>b) The Contractor will be responsible for ensuring that all materials for use by the PPG's in the works are to be on site timeously. The Contractor shall liaise with The Mentor and PPG to determine the nature and extent of materials required and the lead time necessary.</p> <p>c) The Contractor shall be responsible for the overall programming of the Works and he is to allow for monitoring the PPG's programme and progress.</p> <p>d) In conjunction with the Mentor, he is to allow for the supervision and mentoring (where necessary) of the PPG to ensure quality and adherence to standard building practice</p> <p>e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment.</p>				

<p>f) Basic tools shall be provided by the PPG's and where these are not available; the Contractor will supply him with the necessary tools and equipment and deduct the costs thereof from the interim claims made by the PPG.</p> <p>g) Work requiring specialized tools will be provided free of charge by the Contractor with the provision that these be returned upon completion of the Work.</p> <p>CO-ORDINATION</p> <p>The Contractor is to co-ordinate the work of all the PPG's, Sub-Contractors and Nominated Sub- Contractors appointed direct by the Employer in such a manner and at all times as will suit the building programme and he is to allow adequate access, for the PPG's, where required, to carry out their work in an efficient manner as no claims for extras in this connection will be entertained.</p> <p>F:..... V:..... T:.....</p> <p>ATTENDANCE</p> <p>The Contractor may allow for attendance upon the PPG's concerned to execute the work. The Contractor is to allow the PPG's the use of any scaffolding belonging to him while it remains so erected on the site.</p> <p>Where scaffolding is necessary for the use by any PPG and the Contractor has not erected any for his own use or has removed same after his own use, the Contractor shall supply sufficient scaffolding to the PPG to be erected and dismantled by the PPG and returned to the Contractor.</p> <p>This attendance upon PPG's to execute the work is to include for the scaffolding provisions as aforesaid and, in addition, is to include for co-operating to the fullest extent with all the parties, attending on off-loading materials, providing suitable storage for tools and materials used by the PPG's, use of general facilities such as latrines, etc., supply and cost of power, lighting, water and the like.</p> <p>F:..... V:..... T:.....</p> <p>E12.9 EPWP CONTRACT FOR LABOUR</p> <p>It is compulsory that shortly after the contractor and or sub contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination or from the regional EPWP officials. Each contract will lapse at the end of each financial year therefore requiring the Contractor to do a renewal of each contract should the need of employment still exist for that particular labourer.</p> <p>F:..... V:..... T:.....</p>	<p>Item</p> <p>Item</p>				
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		UNIT	QUANTITY	RATE	AMOUNT
<p>E12.10 EPWP SCOPE of WORK</p> <p>Note:</p> <p>Contractors are to price any item on the Bill of Quantities having below, bearing in mind that they are regarded as main sources of job creation, whether sub contracted or undertaken by the main contractor.</p>					

Elements on the scope of work where application of Labour Intensive Construction methods as will indicated with letters (LI) are regarded feasible are as follows;

- i) Excavating trenches for foundations and any other civil works with the depth not more than 1.5 m
- ii) All masonry works which include concrete mixing on site; brickwork; plastering; screed works; jointing; etc.
- iii) Painting, Plumbing, Ironmongery; roof cladding; glazing; tilling; carpentry; flooring; waterproofing; etc.

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Item

Note:

It is a general requirement of this contract that persons normally resident in the ward of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the ward, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour (Local Sub-contractor(s); Skilled; Semi-Skilled and Unskilled). The contractor shall in consultation with the local community leaders with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth as well as families declared as most indigent by War on Poverty/ Sukuma Sakhe program profiling process. The contractor should aim, in general, to maximise the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project, where local employees possess skills at level of competency that meet contractors requirements.

Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Linkage of payment for labour-intensive component of works to submission of project data

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.

Applicable labour laws

The current Ministerial Determination (also downloadable at www.epwp.gov.za) Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice , shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.

F:..... V:..... T:.....

Item

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

E17	CONTRACT DOCUMENTS <p>The drawings issues with these Bid documents do not comprise the complete set but serves as a guide only for Bidding purposes and for indicating the scope of works to enable the Bidder to acquaint him with the nature and extent of the works and the manner in which they are to be executed.</p> <p>Should any part of the drawings not be clearly legible to the Bidder he shall, before submitting his Bid, obtain clarification in writing from the principal agent.</p> <p>F:..... V:..... T:.....</p>	Item			
	Carried forward to collection			R	
		UNIT	QUANTITY	RATE	AMOUNT
E18	GENERAL PREAMBLES <p>The Document Preambles will be the “ASAQS General Preambles for Trades – 2017” and is obtainable from the various Regional Office’s of the Department of Public Works and shall be read in conjunction with the Bills of Quantities and be referred to for the full descriptions of work to be done and materials to be used.</p> <p>F:..... V:..... T:.....</p>	Item			
E19	TRADE NAMES <p>Wherever a Trade Name for any product has been described in the Bills of Quantities the Bidder's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the Principal Agent being obtained prior to the closing date for submission of Bids.</p> <p>F:..... V:..... T:.....</p>	Item			
E20	EXISTING PREMISES OCCUPIED <p>Refer to Scope of Works Part C3 of this Bid Document for information on the occupation of existing buildings.</p> <p>F:..... V:..... T:.....</p>	Item			
E21	INACCURATE AND DEFECTIVE WORK EXECUTED UNDER PREVIOUS CONTRACT <p>The contractor shall, after taking possession of the site and before commencing the work, check all levels, liners, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work.</p> <p>Should any inaccurate or defective work be found, the contractor shall immediately notify the principal agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work.</p> <p>F:..... V:..... T:.....</p>	Item			
E22	VIEWING THE SITE IN SECURITY AREAS <p>If the site is situated in a security area and the Bidder must arrange with the Authorities to obtain permission to enter the site for Bidding purposes.</p> <p>F:..... V:..... T:.....</p>	Item			
E23	COMMENCEMENT OF WORKS IN SECURITY AREAS				

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

	Carried forward to collection		R		

SECTION 1**SUMMARY – PRELIMINARY & GENERAL**

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

Item	Description	Unit	Quantity	Rate	Amount
	<p><u>SECTION NO. 2:</u></p> <p>- <u>BUILDERS WORK</u></p> <p><u>BILL NO. 1: ALTERATIONS</u></p> <p><u>STANDARD PREAMBLES</u></p> <p>The Tenderer is referred to the "Model Preambles for Trades (2008 Edition) and the Supplementary Preambles" and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>- <u>View site:</u></p> <p>- Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p><u>General Notes:</u></p> <p>- The contractor shall carry out the whole of the works with as little mess and noise as possible and with minimum disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent.</p> <p>Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent.</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary.</p>				

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

All floors, doors, windows, fittings, etc must be adequately protected from damage during the progress of the works and any damage resulting from the building work must be made good by the contractor at his own expense.

Carried Forward

Brought Forward

The contractor must not remove or interfere with any furniture, furnishings, fittings or similar moveable articles belonging to the Client and must give adequate notice to the Representative/Agent if the removal of any such articles from parts of the building to be altered are necessary, so that they may have same removed before the contractor commences work.

Old materials to be carted away

Old materials from the alterations, except where described to be re-used or handed over, as well as all rubbish, etc., must be regularly carted from the site and not be allowed to accumulate on or around the site.

Old materials not to be re-used

None of the old materials are to be used for new work except where specifically described to be set aside for re-use.

Site Access

The contractor is to note that access to the site is restricted and that the buildings are to remain functional at all times. The Contractor is to allow for this in his pricing.

REMOVAL OF EXISTING WORK INCLUDING MAKING GOOD TO EXISTING

Taking out and remove air-conditioning units, condensers, piping, etc including disconnecting piping from fittings, hand over to employer or allow credit for same and making good wall finishes to receive new units (PROVISIONAL):

1	Split type air-conditioning units in chalets.	No.	27
2	Inverter type air-conditioning units in admin block.	No.	12

Carried to Section No. 2 Summary

BILL NO. 2: MECHANICAL INSTALLATION (PROVISIONAL)

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.

SUPPLEMENTARY PREAMBLES

- General

- All equipment as measured shall be deemed to be complete as described and include fixing on mounting brackets if so required, connection to water supplies, waste and or overflow pipe work, etc.

Electrical work shall be carried out in accordance with SABS 0142 code of practice as described.

Anti-vibration mountings, supports, hangers, brackets and accessories are to be used where required to the satisfaction of the engineer.

Rates are to include for condensate drainage piping from evaporator unit to drains including any necessary PVC sleeves through walls.

The Contractor must provide a guarantee period of 12 months on all equipment & materials, starting from date of final commissioning.

Where brand or trade names are referred to in this bill of quantities, these shall indicate the quality and type of material or fitting required and no substitution of materials so specified will be permitted unless the authority of the Engineer has been obtained in writing before tenders close.

Piping

Pipe diameters are nominal internal unless otherwise stated. Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch diameter is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all diameters are given and no claim for extra bushes, reducers, etc will be entertained

Fixing of pipes

Unless otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level

Carried Forward

Brought Forward

AIR CONDITIONING INSTALLATION

Hilltop Admin Block: Air-Conditioners to Restaurant

- | | | | |
|---|--|-----|---|
| 1 | Supply, installation and commissioning of an under ceiling 60000 BTU inverter type Daikin or equivalent unit with compressor and condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified. (PROVISIONAL) | No. | 1 |
| 2 | Supply, installation and commissioning of an under ceiling 48000 BTU inverter type Daikin or equivalent unit with compressor and condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified. (PROVISIONAL) | No. | 2 |
| 3 | Supply, installation and commissioning of an under ceiling 36000 BTU inverter type Daikin or equivalent unit with compressor and condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified. (PROVISIONAL) | No. | 1 |
| 4 | Supply, installation and commissioning of an under ceiling 24000 BTU inverter type Daikin or equivalent unit with compressor and condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified. (PROVISIONAL) | No. | 1 |

Hilltop Admin Block: Air-Conditioners to Reception

- 5 Supply, installation, and commissioning of an under ceiling 48000 BTU inverter type Daikin or equivalent unit with compressor and condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified.

No. 3

- 6 Supply, installation and commissioning of an under ceiling 24000 BTU inverter type Daikin or equivalent unit with compressor and condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified.

No. 2

Hilltop Admin Block: Air-Conditioners to Offices

- 7 Supply, installation, and commissioning of wall mounted 9000 BTU inverter type Alliance or equivalent split type inverter unit with condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified.

No. 5

Carried Forward

Brought Forward

Hilltop Chalets: Air-Conditioners to Chalets

8	Supply, installation and commissioning of wall mounted 9000 BTU inverter type Alliance or equivalent split type inverter unit with condenser section mounted on external wall, anti-vibration mountings, refrigerant piping, safeties, supports, wall mounted thermostat controls, dampers, electrics, etc as specified.	No.	27		
	<u>Sundries:</u>				
9	- Installation of new digital wall thermostat controlling unit. (PROVISIONAL)	Item	42		
10	- Supply and installation of all electrical wiring from outdoor unit to the indoor unit, complete with an electrical isolator at each unit for a full working installation.	Item	42		
11	Supply and installation of all required copper refrigerant piping, complete with refrigeration gas, brackets, insulation, connection to indoor and outdoor units, for a complete working system.	Item	42		
12	Supply and installation of the complete condensate drainage system using PVC piping for the condensate, reticulated to the nearest foul sewer drain via a u-trap.	Item	42		
13	- Supply and installation of all electrical wiring from the outdoor unit to the indoor unit, including the electrical wiring required between the isolator and outdoor unit complete, for a full working installation.	Item	42		
14	- Bluechem treatment to outdoor unit. (PROVISIONAL)	Item	42		
	<u>TESTING AND COMMISSIONING</u>				
15	Testing and commissioning of the system.	Item	1		
16	- Three sets of Operating and Maintenance Manuals.	Item	1		
	<u>CONTRACTUAL MAINTENANCE</u>				

17	Three (3) - year maintenance plan as per the manufacturer's requirements. Provide a schedule for service dates and a spares list of items that will be supplied and replaced at each service interval. Three Minor Services (1 every 3 months) and One Major Service (Final Service) per year.	Item	1		
18	12 Month guarantee.	Item	1		
19	End User Training of 2 personnel including issuing of documentation relating to the safe operation of equipment	Item	1		
<u>SERVICING, REPAIRING, CLEANING, ETC</u>					
<u>SPLIT TYPE UNITS</u>					
<u>Hilltop Chalets: Air-Conditioners to Chalets</u>					
<u>Servicing, repairing and cleaning of existing air-conditioning systems</u>					
20	Service existing air-conditioning systems by checking the amp draw of the compressor, oiling the fan motors, checking that the belts are well adjusted, check the refrigerant levels, change all filters, including cleaning of the condensing unit coils, etc. (PROVISIONAL).	Item	92		
21	Allow an amount for the repair of malfunctioning air-conditioning systems. (PROVISIONAL).	Item	15		
<u>Hilltop Admin Block: Air-Conditioners to Reception and Bar area</u>					
<u>Servicing, repairing and cleaning of existing air-conditioning systems</u>					
22	Service existing air-conditioning systems by checking the amp draw of the compressor, oiling the fan motors, checking that the belts are well adjusted, check the refrigerant levels, change all filters, including cleaning of the condensing unit coils, etc.	Item	7		
Carried to Section No. 2 Summary					

Section Total

SECTION SUMMARY - MECHANICAL WORKS

1	Alterations	19
2	Mechanical Work	33

Carried To Final Summary

FINAL SUMMARY

C3.1 - SCOPE OF WORKS

TECHNICAL REQUIREMENTS

Scope of Work

This project entails the supply, installation, commissioning, and maintenance of new air-conditioning units. The service provider will be expected to remove the old air-conditioning units and replace with new air conditioner units for the chalets and admin offices at Hilltop Camp for Ezemvelo KZN Wildlife. The project also entails the servicing and repairing faulty air-conditioning units to ensure that the air conditioners are working efficiently. A maintenance plan needs to be provided for all new air-conditioning units.

General

Supply, install, commission, service and maintain air-conditioning units for Hilltop Camp for Ezemvelo KZN Wildlife.

Compliance with Regulations

The installation shall be erected and tested in accordance with the following, but not limited to, Acts, Codes, regulations and "SABS" Standards ISO 9001, 14001 and 18001

- The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority,
- The Fire Brigade services Act 1987 (Act 99 of 1987) as amended, Local Fire Regulations.
- The National Building Regulations – SANS 10400 Part T and Building Standards Act 1977 (Act 103 of 1977)
- The Electricity Act 1984 (Act 41 of 1984) as amended.
- The Environmental Act and regulations
- All low voltage switchgear and control gear assemblies are to comply to SABS 1473 Part 1 - 1989 /IEC 439 - 1 1985.
- 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.
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C4.1 - Site Information

General

a) The site is located at Hluhluwe Imfolozi Park, at Hilltop Camp. Imfolozi Game Reserve is situated north of Durban in KwaZulu-Natal, South Africa. GPS coordinates for the site: -28.086993782623086, 32.04462258119024.

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

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

Hluhluwe Imfolozi Park: Hilltop Camp:

