



## INVITATION TO QUOTE

|   |   |
|---|---|
| <b>RFQ NUMBER:</b>  | 0010170726  |
| <b>DESCRIPTION OF GOODS/SERVICE/WORK REQUIRED:</b>        | INTERNAL AND EXTERNAL PAINTWORK WITH REPAIRS TO DECKS ON CHALETs AT DIDIMA RESORT |
| <b>Required CIDB Grading</b>                              | Level 2 GB or higher  |
| <b>COMPULSORY BRIEFING SESSION DATE &amp; ADDRESS:</b>    | Date: 02 November 2023<br>Time: 11:00am<br>Venue: Didima Nature Resort            |
| <b>CLOSING DATE AND TIME:</b>                             | 17 November 2023<br>11:00am   |
| <b>BID VALIDITY PERIOD:</b>                               | 60 calendar days (commencing from the Closing Date)                               |
| <b>QUOTATION DOCUMENT MUST BE SUBMITTED BY E-MAIL TO:</b> | <a href="mailto:procurement@kznwildlife.com">procurement@kznwildlife.com</a>      |
| <b>FOR ATTENTION:</b>                                     | Mrs Nobuhle Magubane  |

|                              |  |
|------------------------------|--|
| <b>NAME OF BIDDER:</b>       |  |
| <b>QUOTE PRICE:</b>          |  |
| <b>QUOTE PRICE IN WORDS:</b> |  |
| <b>BIDDERS SIGNATURE:</b>    |  |

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

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

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

## REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

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

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

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

Number.....

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

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

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

**DATE:** .....

## PART A INVITATION TO BID

|  |  |               |  |  |   |
|--|--|---------------|--|--|---|
| <b>YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE EZEMVELO KZN WILDLIFE</b>   |  |               |  |  |   |
| RFQ NUMBER:  | 0010170726   | CLOSING DATE: | 17 November 2023   | CLOSING TIME:  | 11:00   |
| DESCRIPTION  | <b>INTERNAL AND EXTERNAL PAINTWORK WITH REPAIRS TO DECKS ON CHALETS AT DIDIMA RESORT</b> |               |  |  |   |
| <b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED TO THE FOLLOWING ADDRESS:</b>  |  |               |  |  |   |
| QUOTATION DOCUMENT MUST BE SUBMITTED BY E-MAIL TO: <a href="mailto:procurement@kznwildlife.com">procurement@kznwildlife.com</a>  |  |               |  |  |   |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>  |  |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>   |  |   |
| CONTACT PERSON   | Nobuhle Magubane   |               | CONTACT PERSON   | Bongiwe Mazibuko   |   |
| TELEPHONE NUMBER   | 033 845 1828   |               | TELEPHONE NUMBER   |  |   |
| FACSIMILE NUMBER   |  |               | FACSIMILE NUMBER   | 033 845 1913   |   |
| E-MAIL ADDRESS   | <a href="mailto:Nobuhle.hlela@kznwildlife.com">Nobuhle.hlela@kznwildlife.com</a>         |               | E-MAIL ADDRESS   | <a href="mailto:Bongiwe.mazibuko@kznwildlife.com">Bongiwe.mazibuko@kznwildlife.com</a> |   |
| <b>SUPPLIER INFORMATION</b>  |  |               |  |  |   |
| NAME OF BIDDER   |  |               |  |  |   |
| POSTAL ADDRESS   |  |               |  |  |   |
| STREET ADDRESS   |  |               |  |  |   |
| TELEPHONE NUMBER   | CODE   |               | NUMBER   |  |   |
| CELLPHONE NUMBER   |  |               |  |  |   |
| FACSIMILE NUMBER   | CODE   |               | NUMBER   |  |   |
| E-MAIL ADDRESS   |  |               |  |  |   |
| VAT REGISTRATION NUMBER  |  |               |  |  |   |
| SUPPLIER COMPLIANCE STATUS   | TAX COMPLIANCE SYSTEM PIN:   |               | OR   | CENTRAL SUPPLIER DATABASE No:  | MAAA  |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE   | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No        |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT<br>[TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No |  |   |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>  |  |               |  |  |   |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]       |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?   |  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |  |               |  |  |   |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  |  |               |  | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |   |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?  |  |               |  | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |   |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?   |  |               |  | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |   |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  |  |               |  | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |   |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  |  |               |  | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |   |
| <b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER.3 BELOW.</b> |  |               |  |  |   |

## PART B

### TERMS AND CONDITIONS FOR BIDDING

|                                       |   |
|---------------------------------------|---|
| <b>1. BID SUBMISSION:</b>             |   |
| 1.1.                                  | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   |
| 1.2.                                  | <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>  |
| 1.3.                                  | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4.                                  | <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>   |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b> |   |
| 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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

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

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

2.2.1. If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

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

### 3 DECLARATION

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

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

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

|                    |                          |
|--------------------|--------------------------|
| .....<br>Signature | .....<br>Date            |
| .....<br>Position  | .....<br>Name of bid der |

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



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

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

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

### 1. GENERAL CONDITIONS

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

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

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

|   |           |   |
|---|-----------|---|
| <b>80/20</b>  | <b>or</b> | <b>90/10</b>  |
| $Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$ | or        | $Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$ |

Where

Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

|   |           |   |
|---|-----------|---|
| <b>80/20</b>  | <b>or</b> | <b>90/10</b>  |
| $Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$ | or        | $Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$ |

Where

Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

| The specific goals allocated points in terms of this tender                      | Number of points allocated<br>(80/20 system)<br>(To be completed by the organ of state) | Number of points claimed<br>(80/20 system)<br>(To be completed by the tenderer) |
|--|---|---|
| 51% Black owned enterprise   | 8   |   |
| 51% owned by Black people who are women  | 4   |   |
| 51% owned by Black people who are youth  | 4   |   |
| Geographical Location<br>(Enterprises located in UThukela District Municipality) | 4   |   |

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

[TICK APPLICABLE BOX]

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

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

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

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

**DATE:** .....

**ADDRESS:** .....

.....

## AUTHORITY TO SIGN A BID

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

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

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

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

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

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

**Note:**

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

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

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

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

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. INTRODUCTION**

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

### **2. VALIDITY PERIOD**

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

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

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

### **4. TAX MATTERS**

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

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

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

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

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

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

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

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

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

## 7. EVALUATION CRITERIA

The evaluation process will be conducted in phase as follows:

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

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

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

### 7.2. Phase 2: Preference Point System

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

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

|            |            |             |          |
|------------|------------|-------------|----------|
| enterprise | enterprise | Black youth | location |
|------------|------------|-------------|----------|

- Points claimed must be substantiated by the following valid documents:
  - ✓ Proof of B-BBEE status level of contributor.
  - ✓ In the case of B-BBEE certificates, the bidder must also submit the full verification report which shows the percentage of Black women and Black Youth ownership.
  - ✓ Confirmation of bidder location in the form of a utility bill or letter from the ward Councillor.

### CHECKLIST: COMPILATION OF BID DOCUMENT

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



## **Mandatory Requirements**

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

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

### **NOTE:**

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

| <b>No.</b> | <b>Certificate and/or license</b>  | <b>Comply</b> | <b>Do Not Comply</b> |
|------------|--|---------------|----------------------|
| 1          | Provide details and registration confirmation with CIDB in terms of the CIDB Act 38 of 2000. Provide proof of grading level 2 GB or higher |               |                      |

## **T3.2 Annex F - Standard Conditions of Tender**

As published in Annexure F of the cidb Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

### **F.1 General**

#### **F.1.1 Actions**

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

**F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### **F.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### **F.1.3 Interpretation**

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

#### **F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **F.1.5 Cancellation and Re-Invitation of Tenders**

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest

number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

#### **F.1.6.2 Competitive negotiation procedure**

- F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

#### **F.1.6.3 Proposal procedure using the two stage-system.**

##### **F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

##### **F.1.6.3.2 Option 2**

- F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

#### **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

- F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **F.2.2 Cost of tendering**

**F.2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

**F.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **F.2.3 Check documents.**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **F.2.6 Acknowledge addenda.**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

#### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

#### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

#### **F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### **F.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

#### **F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

**F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

### **F.2.13 Submitting a tender offer**

- F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

### **F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

### **F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### **F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

**F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

#### **F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

#### **F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

#### **F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.



### **F.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

### **F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

### **F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

### **F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

## **F.3 The employer's undertakings**

### **F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

### **F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

#### **F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

#### **F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

#### **F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

#### **F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

#### **F.3.8 Test for responsiveness**

**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **F.3.9 Arithmetical errors, omissions and discrepancies**

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**F.3.9.2** The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### F.3.11 Evaluation of tender offers

| The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements: |  |
|--|--|
| Requirement  | Qualitative interpretation of goal   |
| Fair   | The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.  |
| Equitable  | Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.   |
| Transparent  | The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.         |
| Competitive  | The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.  |
| Cost effective   | The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes. |

#### F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

#### F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for price.

$W_1$  is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

$A$  is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of A**

| Formula  | Comparison aimed at achieving               | Option 1 <sup>a</sup>           | Option 2 <sup>a</sup> |
|--|---|---------------------------------|-----------------------|
| 1  | Highest price or discount                   | $A = \frac{1 + (P - P_m)}{P_m}$ | $A = P / P_m$         |
| 2  | Lowest price or percentage commission / fee | $A = \frac{1 - (P - P_m)}{P_m}$ | $A = P_m / P$         |
| <sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer.<br>$P$ is the comparative offer of the tender offer under consideration. |   |                                 |                       |

### **F.3.11.8 Scoring preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

### **F.3.11.9 Scoring functionality**

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_0 / M_S$$

where:  $S_0$  is the score for quality allocated to the submission under consideration;  $M_S$  is the maximum possible score for quality in respect of a submission; and

$W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

### **F.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### **F.3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data, and
- is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**F.3.16 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**F.3.17 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

**F3.19**

# **THE CONTRACT**

# **PART C1: AGREEMENT AND DATA**



**PART C1      AGREEMENT AND CONTRACT DATA**

C1.1      FORM OF OFFER AND ACCEPTANCE

C1.2      CONTRACT DATA

C1.3      FORM OF GUARANTEE (PRO FORMA).

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

## C1.1 - FORM OF OFFER AND ACCEPTANCE

### OFFER

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

#### INTERNAL AND EXTERNAL PAINTWORK WITH REPAIRS TO DECKS ON CHALETS AT DIDIMA RESORT

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:

|                           |          |
|---------------------------|----------|
| <b>Amount (in words):</b> |          |
|                           |          |
|                           |          |
| <b>Amount in figures:</b> | <b>R</b> |

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.

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

### 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.

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

## 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.

|                        |
|------------------------|
| <b>1.1.1. Subject:</b> |
| <b>Details:</b>        |

|                        |
|------------------------|
| <b>1.1.2. Subject:</b> |
| <b>Details:</b>        |

|                        |
|------------------------|
| <b>1.1.3. Subject:</b> |
| <b>Details:</b>        |

|                        |
|------------------------|
| <b>1.1.4. Subject:</b> |
| <b>Details:</b>        |

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 CONTRACT AGREEMENT**

### **C1.1 BUILDING AGREEMENT AND PRELIMINARIES**

#### **C1.1.1 Building Agreement and Preliminaries**

The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 – May 2018) shall be deemed to be incorporated in this project specific preliminaries, amended as hereinafter described. See annexure A1 Project Specific Preliminaries.

The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause. Copies of these documents may be obtained via [www.jbcc.co.za](http://www.jbcc.co.za) or [info@jbcc.co.za](mailto:info@jbcc.co.za).

#### **C1.1.2 Preambles for Trades**

The Model Preambles for Trades (2008 Edition) published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in this Project Specific Preliminaries.

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

The contract sum shall take account of and include where applicable for all the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications.

**A. PROJECT INFORMATION A1.0 Works****[1.1]**

|                  |   |
|------------------|---|
| Project name     | INTERNAL AND EXTERNAL PAINTWORK WITH REPAIRS TO DECKS ON CHALETS AT DIDIMA RESORT           |
| Reference number |   |
| Work description | Restoration of the surface bed, roofs and some internal and external renovations to the hut |

**A 2.0 Site [1.1]**

|                   |   |
|-------------------|---|
| Erf/ stand number |   |
| Township/ suburb  | Winterton   |
| Site address      | DIDIMA RESORT, CATHEDRAL PEAK NATURE RESERVE<br>DIDIMA, WINTERTON, 3340, SOUTH AFRICA |
| Local authority   | Okhahlamba Local Municipality under the UThukela District Municipality                |

**A 3.0 Employer [1.1]**

|                              |   |                  |  |
|------------------------------|---|------------------|--|
| Name                         | Ezemvelo KZN Wildlife                           |                  |  |
| Legal entity of above        | Ezemvelo KZN Wildlife                           | Contact person   | Ms Bongiwe Mazibuko  |
| Business registration number | N/A   | Telephone number | 033 845 1912   |
| VAT/ GST number              | N/A   | Mobile number    | N/A  |
| Country                      | South Africa                                    | E-mail           | <a href="mailto:mazibukb@kznwildlife.com">mazibukb@kznwildlife.com</a> |
| Postal address               | P O Box 13053, Cascades, Pietermaritzburg       |                  |  |
|                              |   | Postal code      | 3202   |
| Physical address             | 1 Peter Brown Drive, Montrose, Pietermaritzburg |                  |  |
|                              |   | Postal code      | 3201   |

**A 4.0 Principal agent [1.1; 5.1]**

|                       |   |                  |  |
|-----------------------|---|------------------|--|
| Name                  | Ezemvelo KZN Wildlife                           |                  |  |
| Legal entity of above | Ezemvelo KZN Wildlife                           | Contact person   | Ms Bongiwe Mazibuko  |
| Practice number       | N/A   | Telephone number | 033 845 1912   |
|                       |   | Mobile number    | N/A  |
| Country               | South Africa                                    | E-mail           | <a href="mailto:mazibukb@kznwildlife.com">mazibukb@kznwildlife.com</a> |
| Postal address        | P O Box 13053, Cascades, Pietermaritzburg       |                  |  |
|                       |   | Postal code      | 3202   |
| Physical address      | 1 Peter Brown Drive, Montrose, Pietermaritzburg |                  |  |
|                       |   | Postal code      | 3201   |

## B CONTRACT INFORMATION

### B 1.0 Definition [1.1]

|  |  |
|--|--|
| <b>Bills of quantities:</b> System/Method of measurement | Standard System of Measuring Building Work |
|--|--|

### B 2.0 Law, regulations and notices

|   |              |
|---|--------------|
| <b>Law</b> applicable to the works, state country [2.1] | South Africa |
|---|--------------|

### B3.0 Offer and acceptance [3.0]

|                                       |     |
|---------------------------------------|-----|
| Currency applicable to this agreement | ZAR |
|---------------------------------------|-----|

### B 4.0 Documents [4.0]

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

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

| Contract drawing - description | Number | Revision | Date |
|--------------------------------|--------|----------|------|
| N/A                            |        |          |      |
|                                |        |          |      |
|                                |        |          |      |
|                                |        |          |      |

**B 5.0 Employer's agents [5.0]**

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

None

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

Not applicable

**B 6.0 Insurance [8.0]**

| Insurance by employer                                  |   |                    | Amount including tax | Deductible amount including tax |
|--|---|--------------------|----------------------|---------------------------------|
| Contract with insurance:                               |   |                    |                      |                                 |
|  | New works [8.2.1] contract sum or amount  |                    | Not applicable       |                                 |
|  | Works with alterations and additions [8.2.1] (reinstatement value of existing structure with or including new works |                    | Contract Sum + 20%   | R20,000                         |
| OR   | Direct contractors [13.0] where applicable, to be included in the contract works insurance                          |                    | Not applicable       |                                 |
|  | Free issue [10.1.12] where applicable, to be included in the contract works insurance                               |                    | Not applicable       |                                 |
|  | Escalation, professional fees and reinstatement costs if not included above   |                    | Not applicable       |                                 |
| The total of the above contract works insurance amount |   |                    | Contract Sum + 20%   |                                 |
| Supplementary insurance [8.2.2]                        |   |                    | Not applicable       |                                 |
| Public liability insurance [8.2.4]                     |   |                    | R 5,000,000          | R20,000                         |
| Other insurances [8.2.5]                               |   |                    |                      |                                 |
| Yes/No?  | No  | If yes description |                      |                                 |
| Yes/No?  | No  | If yes description |                      |                                 |



**B 10.0 Payment [19.0]**

|   |   |     |
|---|---|-----|
| Existing premises will be use and occupied [10.1.3]                           | Yes/ No   | Yes |
| If yes description  | The building will be occupied, but not area of works.   |     |
| Restriction of working hours [10.1.3]   | Yes/ No   | Yes |
| If yes description  | Work with high volume of noise that may disturb the rest of the operationsin the building will need to executed after hours or weekend. |     |
| Natural features and known services to be preserved by the contractor[10.1.4] | Yes/ No   | Yes |
| If yes description  | All services uncovered on site will not be moved and/or terminated withouta prior approval of the Principal Agent                       |     |
| Restriction to the site or areas that the contractor may occupy [10.1.5]      | Yes/ No   | Yes |
| If yes description  | All areas outside the area of work.   |     |
| Supply of free issue[10.1.12]   | Yes/ No   | No  |
| If yes description  |   |     |

**B 8.0 Direct contractors [13.0]**

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

**B 9.0 Possession of site [10.16] practical completion [15.0:17.0] and penalties [18.0]**

|   |  |   |  |                                 |
|---|--|---|--|---------------------------------|
| Practical completion for the works as whole | Intended date of possession of the site [10.1.6] | Period inspection by the principal agent [15.3] | Date for practical completion [15.1.1] | Penalty [15.1]                  |
|   | Date   | Working days                                    | Date                                   | Penalty amount per calendar day |
|   | TBA  | 7 days  | 3 calendar months                      | R2000 per day                   |

|   |
|---|
| Criteria to achieve the practical completion not covered in the definition of <b>practical completion</b> |
| Not applicable  |

|  |                               |
|--|-------------------------------|
| Date of month for issue of regular paymentcertificate [19.2] | 25 <sup>th</sup> of the month |
|--|-------------------------------|

**B 11.0 Dispute resolution [22.0]**

**B 10.0 Payment [19.0]**

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

**B 12.0 JBCC general preliminaries- selections**

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

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

Refer to Annexure-A, Specific Preliminaries for use with the 2018 JBCC MWA edition 5.2

## C TENDER CLOSING

Tender closing information is described in the cover page of the tender document

## TENDERER'S SELECTION

### D 1.0 Securities [9.0]

Guarantee for construction: selected option is B

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

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

|   |        |  |
|---|--------|--|
| Guarantee for payment by employer [9.2] | amount |  |
|---|--------|--|

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

### D 2.0 Contractors annual holiday period during the construction period

|  |            |            |          |            |
|--|------------|------------|----------|------------|
| Year 1 contractors annual holiday period | Start date | 15/12/2023 | End date | 12/01/2024 |
| Year 2 contractors annual holiday period | Start date | 13/12/2024 | End date | 10/01/2025 |
| Year 3 contractors annual holiday period | Start date | 12/12/2025 | End date | 09/01/2026 |

### D 3.0 Payment of preliminaries [19.0]

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

### D 4.0 adjustment of preliminaries [20.6.3]

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

## PAYMENT AND ADJUSTMENT OF PRELIMINARIES

### Payment of Preliminaries

The payment of preliminaries related to minor works shall be according to Option A only:

#### Option

##### A

Assessed by the **principal agent** as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the **contract sum** excluding:

- The amount for preliminaries
- Any contingencies

All inclusive of **tax**

## Option B (Not Applicable)

### Adjustment of Preliminaries

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

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

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

- The amount of preliminaries
- Any contingency sum

All inclusive of **tax**

### Option A

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

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

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

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

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

### Payment certificate cash flow

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

|   |                       |   |
|---|-----------------------|---|
| Meetings at which <b>contract minutes</b> are recorded shall be held:   | <b>BI-WEEKLY</b>      | <i>[State Period]</i>   |
| Valuations date for payments shall be on:   | <b>20th</b>           | <i>Of the month</i>   |
| <b>EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS</b>  |                       |   |
| Changes (if any) in terms of the Employer's Contract Data are accepted :  | <b>YES</b>            | <i>[Yes/No]</i>   |
| <p><i>Where "Yes" an addendum referenced to this clause is to be attached should the space provided be insufficient.</i></p> <ol style="list-style-type: none"> <li>1. See paragraph 5.3 above for clauses that are not applicable to this contract.</li> <li>2. _____</li> <li>3. _____</li> <li>4. _____</li> </ol>   |                       |   |
| <b>THE QUOTE</b>  |                       |   |
| The accepted <b>contract sum</b> inclusive of <b>Value Added Tax</b> is:  | R                     |   |
| <p style="text-align: center;"><b>Amount in words:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>  |                       |   |
| <b>SIGNATURES OF THE CONTRACTING PARTIES</b>  |                       |   |
| <p>We the <b>Employer</b> and <b>Contractor</b> accept the above conditions and the offer in terms of 5.0 and hereby enter into a contract for the execution and completion of the <b>works</b>. This agreement is the entire contract between the parties regarding the matters addressed herein. No representation, term, condition, or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the parties.</p> |                       |   |
| <p>Thus done and signed at.....on<br/> .....of.....202....</p>  |                       |   |
|   |                       |   |
| Name of signatory   | Capacity of signatory | for and behalf of the <b>Employer</b> who by signature hereof warrants authorisation hereto |
| as Witness (1)  |                       | as Witness (2)  |
| Name: _____   |                       | Name: _____   |

|   |  |                       |   |
|---|--|-----------------------|---|
| Address: _____  |  | Address: _____        |   |
| _____   |  | _____                 |   |
| _____   |  | _____                 |   |
| _____   |  | _____                 |   |
| Thus done and signed at.....on<br>.....of.....202.... |  |                       |   |
| <div></div>   |  | <div></div>           | <div></div>   |
| Name of signatory                                     |  | Capacity of signatory | for and behalf of the <b>Contractor</b> who by signature hereof warrants authorisation hereto |
| as Witness (1)  |  | as Witness (2)        |   |
| Name: _____   |  | Name: _____           |   |
| Address: _____  |  | Address: _____        |   |
| _____   |  | _____                 |   |
| _____   |  | _____                 |   |
| _____   |  | _____                 |   |
| _____   |  | _____                 |   |



## PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

**Project: INTERNAL AND EXTERNAL PAINTWORK WITH REPAIRS TO DECKS ON CHALETS AT DIDIMA RESORT**

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## **1. INTRODUCTION AND BACKGROUND**

### **1.1 Background to the Pre-construction Health and Safety Specification**

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

### **1.2 Purpose of the Pre-construction Health and Safety Specification**

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

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

### **1.3 Implementation of the Pre-construction Health and Safety Specification**

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

## **2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

### **2.1 Scope**

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

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

### **2.2 Interpretations**

#### **2.2.1 Application**

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

#### **2.2.2 Definitions**

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

### **2.3 Minimum Administrative Requirements**

#### **2.3.1 Notification of Intention to Commence Construction Work**

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

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

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

### **2.3.3 Competency for Contractor's Appointed Competent Persons**

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

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

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

### **2.3.5 Occupational Health and Safety Policy**

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

### **2.3.6 Health and Safety Organogram**

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

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

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

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

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

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

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

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

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

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

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Contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

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

#### **2.3.10.1 Induction**

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

#### **2.3.10.2 Awareness**

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

#### **2.3.10.3 Competency**

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

### **2.3.11 General Record Keeping**

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

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

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

### **2.3.13 Emergency Procedures**

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

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

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

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

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

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

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

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

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

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

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

- Lost or stolen;
- Worn out or damaged.

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

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

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

### **2.3.19 Permits**

Permits may include the following:

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

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

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

### **2.3.21 Incentives and Penalties**

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

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

## **2.4     Physical Requirements**

### **2.4.1   Demolition Work**

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

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

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

The Contractor shall make sure that:

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

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

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

### **2.4.4   Explosives and Blasting**

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

### **2.4.5   Piling**

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

### **2.4.6   Stacking of Materials**

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

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

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

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

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

### **2.4.9   Asbestos**

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Not applicable

## **2.5 Plant and Machinery**

### **2.5.1 Construction Plant**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **2.5.8 Ladders and Ladder Work**

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

#### **2.5.9 General Machinery**

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

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

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

The Contractor shall consider the following:

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

#### **2.5.11 High Voltage Electrical Equipment**

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

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

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

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

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



### **2.5.13 Night Work**

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

### **2.5.14 Transport of Workers**

The Principal Contractor and other Contractors shall not:

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

## **2.6 Occupational Health**

### **2.6.1 Occupational Hygiene**

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

### **2.6.2 Welfare Facilities**

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

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

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

Project name: INTERNAL AND EXTERNAL PAINTWORK WITH REPAIRS TO DECKS ON CHALETS AT DIDIMA RESORT  
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

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

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

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

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

## 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"> <li>Incidents / accidents and investigations</li> <li>Non conformances by employees &amp; contractors</li> <li>Internal &amp; External H&amp;S audit reports</li> </ul> |                           |
| Emergency procedures  | Ongoing evaluation of procedure                  | Table procedure in writing as well as tel. numbers  |                           |
| Risk assessment   | Updated and signed off at least monthly          | Documented risk assessment  |                           |
| Safe work procedures  | Drawn up before workers are exposed to new risks | Documented set of safe work procedures (method statements), updated and signed off.   |                           |
| General Inspections   | Weekly & daily                                   | Report OHS Act compliance: <ul style="list-style-type: none"> <li>Scaffolding</li> <li>Excavations</li> <li>Formwork &amp; support work</li> <li>Explosive tools</li> </ul>   |                           |
| General Inspections   | Monthly  | <ul style="list-style-type: none"> <li>Fire fighting equipment</li> <li>Portable electrical equipment</li> <li>Ladders</li> <li>Lifting equipment/slings</li> </ul>   |                           |
| List of contractors   | List to be updated weekly                        | Table list, number of workers and Company tel. numbers  |                           |
| Workman's Compensation                                      | Ongoing  | Table a list of Contractors' workman's compensation proof of good standing.   |                           |
| Construction site rules & Section 37.2 Manadatory Agreement | Ongoing  | Table a report of all signed up Mandataries.  |                           |

## CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

### Declaration by Tenderer

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

| NAMES OF COMPETENT PERSONS | POSITIONS TO BE FILLED BY COMPETENT PERSONS |
|----------------------------|---|
|                            |   |
|                            |   |
|                            |   |
|                            |   |
|                            |   |
|                            |   |

(b)Detail of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

.....

(ii) When will training be undertaken? .....

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

.....  
.....

.....  
.....

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

Name of proposed subcontractors:

.....

.....

.....

.....

.....

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

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

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

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

SIGNATURE: .....

DATE:

.....

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

# RESERVE RULES FOR CONTRACTORS

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



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

## **PART C2: PRICING DATA**

## **PART C2: PRICING DATA**

C2.1 PRICING INSTRUCTIONS

C2.2 BILLS OF QUANTITIES

## C2.1 PRICING INSTRUCTIONS

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

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

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

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

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

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

## C2.2 BILL OF QUANTITIES

| ITEM NO | DESCRIPTION   | UNIT | QUANTITY | RATE | AMOUNT |
|---------|---|------|----------|------|--------|
|         |   |      |          |      |        |
|         | <b>SECTION 1 - PRELIMINARIES</b>  |      |          |      |        |
|         |   |      |          |      |        |
|         | <b>BILL NO 1</b>  |      |          |      |        |
|         |   |      |          |      |        |
|         | <b>PRELIMINARIES</b>  |      |          |      |        |
|         |   |      |          |      |        |
|         | <b>BUILDING AGREEMENT AND PRELIMINARIES</b>   |      |          |      |        |
|         |   |      |          |      |        |
|         | The JBCC Principal Building Agreement (Edition 6.2 – May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described  |      |          |      |        |
|         |   |      |          |      |        |
|         | The JBCC Minor Works Agreement contract data form an integral part of this agreement  |      |          |      |        |
|         |   |      |          |      |        |
|         | The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Minor Works Agreement (Edition 5.2 - May 2018) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described  |      |          |      |        |
|         |   |      |          |      |        |
|         | The contractor is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause   |      |          |      |        |
|         |   |      |          |      |        |
|         | The relevant clauses in the abovementioned documents are hereinafter referred to by clause number and heading only  |      |          |      |        |
|         |   |      |          |      |        |
|         | Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"  |      |          |      |        |
|         |   |      |          |      |        |
|         | Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents |      |          |      |        |
|         |   |      |          |      |        |
|         | <b>PREAMBLES FOR TRADES</b>   |      |          |      |        |
|         |   |      |          |      |        |

|   |   |  |  |  |  |
|---|---|--|--|--|--|
|   | The Model Preambles for Trades (2008 Edition) published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in this Project Specific Preliminaries and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained |  |  |  |  |
|   |   |  |  |  |  |
|   | Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles  |  |  |  |  |
|   |   |  |  |  |  |
|   | The contractor sum shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications   |  |  |  |  |
|   |   |  |  |  |  |
|   | <b>STRUCTURE OF THIS PRELIMINARIES BILL</b>   |  |  |  |  |
|   |   |  |  |  |  |
|   | Section A: Amendments, modifications, corrections or supplements to the aforementioned JBCC Minor Works Agreement   |  |  |  |  |
|   |   |  |  |  |  |
|   | Section B: Amendments, modifications, corrections or supplements to the aforementioned JBCC General Preliminaries   |  |  |  |  |
|   |   |  |  |  |  |
|   | Section C: Any special clauses to meet the particular circumstances of the project  |  |  |  |  |
|   |   |  |  |  |  |
|   | <b>PRICING OF PRELIMINARIES</b>   |  |  |  |  |
|   |   |  |  |  |  |
|   | Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)                    |  |  |  |  |
|   |   |  |  |  |  |
|   | <b>SECTION A: MINOR WORKS AGREEMENT</b>   |  |  |  |  |
|   |   |  |  |  |  |
|   | Interpretation (A1-A7)  |  |  |  |  |
|   |   |  |  |  |  |
| 1 | Clause 1.0 - Definitions and interpretation   |  |  |  |  |
|   |   |  |  |  |  |
|   | Contract sum  |  |  |  |  |
|   |   |  |  |  |  |

|  |   |  |  |  |  |
|--|---|--|--|--|--|
|  | The contract sum to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated in the contract data  |  |  |  |  |
|  |   |  |  |  |  |
|  | The contract sum shall include for all construction equipment, temporary works, services and other items and shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary  |  |  |  |  |
|  |   |  |  |  |  |
|  | Pricing of bills of quantities  |  |  |  |  |
|  |   |  |  |  |  |
|  | The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities |  |  |  |  |
|  |   |  |  |  |  |
|  | Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained  |  |  |  |  |
|  |   |  |  |  |  |
|  | Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary  |  |  |  |  |
|  |   |  |  |  |  |
|  | Abbreviated descriptions  |  |  |  |  |
|  |   |  |  |  |  |

|   |  |      |  |  |  |
|---|--|------|--|--|--|
|   | The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the Principal Agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice |      |  |  |  |
|   |  |      |  |  |  |
|   | Legal status of contractor   |      |  |  |  |
|   |  |      |  |  |  |
|   | If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:  |      |  |  |  |
|   |  |      |  |  |  |
|   | 1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement   |      |  |  |  |
|   |  |      |  |  |  |
|   | 2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons   |      |  |  |  |
|   |  |      |  |  |  |
|   | 3. The contractor shall not alter its composition or legal status without the prior written consent of the employer  |      |  |  |  |
|   |  |      |  |  |  |
|   | F:.....V:.....T:.....  | Item |  |  |  |
|   |  |      |  |  |  |
| 2 | Clause 2.0 - Law, regulations and notices  |      |  |  |  |
|   |  |      |  |  |  |
|   | F:.....V:.....T:.....  | Item |  |  |  |
|   |  |      |  |  |  |
| 3 | Clause 3.0 - Offer, acceptance and assignment  |      |  |  |  |
|   |  |      |  |  |  |
|   | F:.....V:.....T:.....  | Item |  |  |  |
|   |  |      |  |  |  |
| 4 | Clause 4.0 - Documents   |      |  |  |  |
|   |  |      |  |  |  |
|   | Value Added Tax  |      |  |  |  |
|   |  |      |  |  |  |
|   | Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT)  |      |  |  |  |
|   |  |      |  |  |  |
|   | Priced document as specification   |      |  |  |  |
|   |  |      |  |  |  |
|   | Clause 4.3 is deemed to be deleted   |      |  |  |  |



|   |  |      |  |  |  |
|---|--|------|--|--|--|
|   |  |      |  |  |  |
|   | The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any   |      |  |  |  |
|   |  |      |  |  |  |
|   | Electronic issue of drawings   |      |  |  |  |
|   |  |      |  |  |  |
|   | All drawings for this project will be issued electronically and the contractor shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [4.5]   |      |  |  |  |
|   |  |      |  |  |  |
|   | F:.....V:.....T:.....  | Item |  |  |  |
|   |  |      |  |  |  |
| 5 | Clause 5.0 - Employer's agents   |      |  |  |  |
|   |  |      |  |  |  |
|   | F:.....V:.....T:.....  | Item |  |  |  |
|   |  |      |  |  |  |
|   | Delegated authority  |      |  |  |  |
|   |  |      |  |  |  |
|   | The authority of the principal agent to issue contract instructions [14.1] and perform duties for specific aspects of the works is delegated to agents as follows [5.2]. This does not preclude the principal agent from issuing such contract instructions: |      |  |  |  |
|   |  |      |  |  |  |
|   | 1. Architect   |      |  |  |  |
|   |  |      |  |  |  |
|   | 1.1 Duties [5.2]:  |      |  |  |  |
|   |  |      |  |  |  |
|   | The architect is responsible for the architectural design, functional design and quality inspection of the works   |      |  |  |  |
|   |  |      |  |  |  |
|   | 1.2 Contract instructions [5.2; 14.1]:   |      |  |  |  |
|   |  |      |  |  |  |
|   | 1.2.1 Rectification of discrepancies, errors in description or quantity or omissions of items in this agreement other than in the JBCC Minor Works Agreement   |      |  |  |  |
|   |  |      |  |  |  |
|   | 1.2.2 Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works  |      |  |  |  |
|   |  |      |  |  |  |
|   | 1.2.3 The site [12.0]  |      |  |  |  |
|   |  |      |  |  |  |
|   | 1.2.4 Compliance with the law, regulations and   |      |  |  |  |

|   |  |      |  |  |  |
|---|--|------|--|--|--|
|   | bylaws [2.1]   |      |  |  |  |
|   |  |      |  |  |  |
|   | 1.2.5 Provision and testing of samples of materials and goods and/or finishes or assemblies of elements of the works   |      |  |  |  |
|   |  |      |  |  |  |
|   | 1.2.6 Opening up of work for inspection, removal or re-execution   |      |  |  |  |
|   |  |      |  |  |  |
|   | 1.2.7 Removal or re-execution of work  |      |  |  |  |
|   |  |      |  |  |  |
|   | 1.2.8 Removal or substitution of any materials and goods   |      |  |  |  |
|   |  |      |  |  |  |
|   | 1.2.9 Protection of the works  |      |  |  |  |
|   |  |      |  |  |  |
|   | 1.2.10 Making good physical loss and repairing damage to the works [17.2.2]  |      |  |  |  |
|   |  |      |  |  |  |
|   | 1.2.11 Rectification of defects [16.4; 16.8]   |      |  |  |  |
|   |  |      |  |  |  |
|   | 1.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion and a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion |      |  |  |  |
|   |  |      |  |  |  |
|   | 1.2.13 Expenditure of employer allowances and/or prime cost amounts  |      |  |  |  |
|   |  |      |  |  |  |
|   | 1.2.14 Work by direct contractors [13.0]   |      |  |  |  |
|   |  |      |  |  |  |
|   | 1.2.15 On suspension or termination, protection of the works, removal of construction equipment and surplus materials and goods [21.6.1]   |      |  |  |  |
|   |  |      |  |  |  |
|   | F:.....V:.....T:.....  | Item |  |  |  |
|   |  |      |  |  |  |
|   | Insurances and securities (A8-A9)  |      |  |  |  |
|   |  |      |  |  |  |
| 6 | Clause 8.0 - Risks, indemnities and insurances   |      |  |  |  |

|   |  |      |  |  |  |
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|   |  |      |  |  |  |
|   | F:.....V:.....T:.....  | Item |  |  |  |
|   |  |      |  |  |  |
| 7 | Clause 9.0 - Securities  |      |  |  |  |
|   |  |      |  |  |  |
|   | Guarantee for payment  |      |  |  |  |
|   |  |      |  |  |  |
|   | The Employer shall not provide to the contractor with a guarantee for payment By virtue of the contractor submitting a tender offer, he is deemed to have waived his lien or right of continuing possession of the works [9.2]                             |      |  |  |  |
|   |  |      |  |  |  |
|   | Sub-clause 9.2 has been amended to read as follows: "The contractor shall waive his lien or right of continuing possession of the works."  |      |  |  |  |
|   |  |      |  |  |  |
|   | Extension of waiver of lien  |      |  |  |  |
|   |  |      |  |  |  |
|   | The contractor shall ensure that a waiver of lien or right of continuing possession of the works is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [9.2]              |      |  |  |  |
|   |  |      |  |  |  |
|   | F:.....V:.....T:.....  | Item |  |  |  |
|   |  |      |  |  |  |
|   | Execution (A10 - A14)  |      |  |  |  |
|   |  |      |  |  |  |
| 8 | Clause 10.0 - Obligations of the employer  |      |  |  |  |
|   |  |      |  |  |  |
|   | F:.....V:.....T:.....  | Item |  |  |  |
|   |  |      |  |  |  |
| 9 | Clause 11.0 - Obligations of the contractor  |      |  |  |  |
|   |  |      |  |  |  |
|   | F:.....V:.....T:.....  | Item |  |  |  |
|   |  |      |  |  |  |
|   | Office accommodation   |      |  |  |  |
|   |  |      |  |  |  |
|   | The contractor shall provide, maintain and remove on practical completion air conditioned office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [11.2.5] |      |  |  |  |
|   |  |      |  |  |  |
|   | Notice board   |      |  |  |  |
|   |  |      |  |  |  |

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|----|--|------|--|--|--|
|    | The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [11.2.5] |      |  |  |  |
|    |  |      |  |  |  |
|    | Statutory and other notices  |      |  |  |  |
|    |  |      |  |  |  |
|    | The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard   |      |  |  |  |
|    |  |      |  |  |  |
|    | It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto   |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
| 10 | Clause 12.0 - Setting out  |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
| 11 | Clause 13.0 - Direct contractors   |      |  |  |  |
|    |  |      |  |  |  |
|    | Attendance on direct contractors   |      |  |  |  |
|    |  |      |  |  |  |
|    | In respect of direct contractors the contractor shall:   |      |  |  |  |
|    |  |      |  |  |  |
|    | 1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials   |      |  |  |  |
|    |  |      |  |  |  |
|    | 2. Allow the use of personnel welfare facilities, where provided   |      |  |  |  |
|    |  |      |  |  |  |
|    | 3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation   |      |  |  |  |

|    |   |      |  |  |  |
|----|---|------|--|--|--|
|    |   |      |  |  |  |
|    | 4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [13.1]   |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....   | Item |  |  |  |
|    |   |      |  |  |  |
| 12 | Clause 14.0 - Contract instructions   |      |  |  |  |
|    |   |      |  |  |  |
|    | Site instructions   |      |  |  |  |
|    |   |      |  |  |  |
|    | Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor  |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....   | Item |  |  |  |
|    |   |      |  |  |  |
|    | Completion (A15 - A18)  |      |  |  |  |
|    |   |      |  |  |  |
| 13 | Clause 15.0 - Practical completion  |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....   | Item |  |  |  |
|    |   |      |  |  |  |
| 14 | Clause 16.0 - Defects liability period and final completion   |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....   | Item |  |  |  |
|    |   |      |  |  |  |
| 15 | Clause 17.0 - Revision of the date for practical completion   |      |  |  |  |
|    |   |      |  |  |  |
|    | Substitution of materials and goods   |      |  |  |  |
|    |   |      |  |  |  |
|    | The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [14.1.8; 17.1 & 2] |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....   | Item |  |  |  |
|    |   |      |  |  |  |
| 16 | Clause 18.0 - Penalty for late or non-completion  |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....   | Item |  |  |  |
|    |   |      |  |  |  |
|    | Payment (A19 - A20)   |      |  |  |  |

|    |  |      |  |  |  |
|----|--|------|--|--|--|
|    |  |      |  |  |  |
| 17 | Clause 19.0 - Payment  |      |  |  |  |
|    |  |      |  |  |  |
|    | Prices submitted   |      |  |  |  |
|    |  |      |  |  |  |
|    | Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
| 18 | Clause 20.0 - Adjustment of the contract value and final account   |      |  |  |  |
|    |  |      |  |  |  |
|    | Cost of claims   |      |  |  |  |
|    |  |      |  |  |  |
|    | All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [22.5 & 6] from making a determination on costs   |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
| 19 | Agreement  |      |  |  |  |
|    |  |      |  |  |  |
|    | The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties  |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
| 20 | Contract data  |      |  |  |  |
|    |  |      |  |  |  |
|    | Tenderer's selections  |      |  |  |  |
|    |  |      |  |  |  |
|    | Before submission of his Tender the contractor is to complete the Tenderer's selections in the contract data   |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
|    | SECTION B: GENERAL PRELIMINARIES   |      |  |  |  |

|    |   |      |  |  |  |
|----|---|------|--|--|--|
|    |   |      |  |  |  |
|    | Definitions and interpretation (B1)                   |      |  |  |  |
|    |   |      |  |  |  |
| 21 | Clause 1.1 - Definitions                              |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....                                 | Item |  |  |  |
|    |   |      |  |  |  |
| 22 | Clause 1.2 - Interpretation                           |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....                                 | Item |  |  |  |
|    |   |      |  |  |  |
|    | Documents (B2)  |      |  |  |  |
|    |   |      |  |  |  |
| 23 | Clause 2.1 - Checking of documents                    |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....                                 | Item |  |  |  |
|    |   |      |  |  |  |
| 24 | Clause 2.2 - Provisional bills of quantities          |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....                                 | Item |  |  |  |
|    |   |      |  |  |  |
| 25 | Clause 2.3 - Availability of construction information |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....                                 | Item |  |  |  |
|    |   |      |  |  |  |
| 26 | Clause 2.4 - Ordering of materials and goods          |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....                                 | Item |  |  |  |
|    |   |      |  |  |  |
|    | Previous work and adjoining properties (B3)           |      |  |  |  |
|    |   |      |  |  |  |
| 27 | Clause 3.1 - Previous work - dimensional accuracy     |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....                                 | Item |  |  |  |
|    |   |      |  |  |  |
| 28 | Clause 3.2 - Previous work - defects                  |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....                                 | Item |  |  |  |
|    |   |      |  |  |  |
| 29 | Clause 3.3 - Inspection of adjoining properties       |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....                                 | Item |  |  |  |
|    |   |      |  |  |  |
|    | The site (B4)   |      |  |  |  |
|    |   |      |  |  |  |
| 30 | Clause 4.1 - Handover of site in stages               | Item |  |  |  |

|    |   |      |  |  |  |
|----|---|------|--|--|--|
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....                                       | Item |  |  |  |
|    |   |      |  |  |  |
| 31 | Clause 4.2 - Enclosure of the works                         |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....                                       | Item |  |  |  |
|    |   |      |  |  |  |
| 32 | Clause 4.3 - Geotechnical and other investigations          |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....                                       | Item |  |  |  |
|    |   |      |  |  |  |
| 33 | Clause 4.4 - Encroachments                                  |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....                                       | Item |  |  |  |
|    |   |      |  |  |  |
| 34 | Clause 4.5 - Existing premises occupied                     |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....                                       | Item |  |  |  |
|    |   |      |  |  |  |
| 35 | Clause 4.6 - Services - known                               |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....                                       | Item |  |  |  |
|    |   |      |  |  |  |
|    | Management of contract (B5)                                 |      |  |  |  |
|    |   |      |  |  |  |
| 36 | Clause 5.1 - Management of the works                        |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....                                       | Item |  |  |  |
|    |   |      |  |  |  |
| 37 | Clause 5.2 - Progress meetings                              |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....                                       | Item |  |  |  |
|    |   |      |  |  |  |
| 38 | Clause 5.3 - Technical meetings                             |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....                                       | Item |  |  |  |
|    |   |      |  |  |  |
|    | Samples, shop drawings and manufacturer's instructions (B6) |      |  |  |  |
|    |   |      |  |  |  |



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|----|---|------|--|--|--|
| 39 | Clause 6.1 - Samples of materials All material samples and colour samples must be submitted to the Principal Agent for selections and approval of the colour, shape and finish including mechanical, electrical and plumbing equipment that will be visible. The samples shall be provided in A4 size unless otherwise agreed. General samples shall be provided for Principal Agent/Employer to choose from each type of finish The Principal Agent/Employer may reject all or part of the submitted samples and request for additional selections if the first submission are not acceptable All samples must be kept in a sample room to be provided by the contractor for reference Sample Board: The contractor shall provide a board(s) of approved samples and make available one set at the site (sample room) and one for the Employer |      |  |  |  |
|    | F:.....V:.....T:.....   | Item |  |  |  |
| 40 | Clause 6.2 - Workmanship samples  |      |  |  |  |
|    | F:.....V:.....T:.....   | Item |  |  |  |
| 41 | Clause 6.3 - Shop drawings  |      |  |  |  |
|    | F:.....V:.....T:.....   | Item |  |  |  |
| 42 | Clause 6.4 - Compliance with manufacturer's instructions  |      |  |  |  |
|    | F:.....V:.....T:.....   | Item |  |  |  |
|    | Deposits and fees (B7)  |      |  |  |  |
| 43 | Clause 7.1 - Deposits and fees  |      |  |  |  |
|    | F:.....V:.....T:.....   | Item |  |  |  |
|    | Temporary services (B8)   |      |  |  |  |
| 44 | Clause 8.1 - Water  |      |  |  |  |
|    | F:.....V:.....T:.....   | Item |  |  |  |
| 45 | Clause 8.2 - Electricity  |      |  |  |  |
|    | F:.....V:.....T:.....   | Item |  |  |  |
| 46 | Clause 8.3 - Ablution and welfare facilities  |      |  |  |  |

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|----|--|------|--|--|--|
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
| 47 | Clause 8.4 - Communication facilities  |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
|    | Prime cost amounts (B9)  |      |  |  |  |
|    |  |      |  |  |  |
| 48 | Clause 9.1 - Responsibility for prime cost amounts   |      |  |  |  |
|    |  |      |  |  |  |
|    | Prime cost amounts   |      |  |  |  |
|    |  |      |  |  |  |
|    | The contractor shall allow in the contract sum for the stated prime cost amounts and for overheads and profit and for taking delivery, unloading, checking against invoices and/or delivery notes, getting in, unpacking, storing, hoisting and fixing of such materials and goods |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
|    | Attendance on subcontractors (B10)   |      |  |  |  |
|    |  |      |  |  |  |
| 49 | Clause 10.1 - General attendance   |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
| 50 | Clause 10.2 - Special attendance   |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
|    | General (B11)  |      |  |  |  |
|    |  |      |  |  |  |
| 51 | Clause 11.1 - Protection of the works  |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....<br>V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
| 52 | Clause 11.2 - Protection/isolation of existing works and works occupied in sections  |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....<br>V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
| 53 | Clause 11.3 - Security of the works  |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....<br>V:.....T:.....  | Item |  |  |  |

|    |  |      |  |  |  |
|----|--|------|--|--|--|
|    |  |      |  |  |  |
| 54 | Clause 11.4 - Notice before covering work  |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....<br>V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
| 55 | Clause 11.5 - Disturbance  |      |  |  |  |
|    |  |      |  |  |  |
|    | Disturbance  |      |  |  |  |
|    |  |      |  |  |  |
|    | All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
| 56 | Clause 11.6 - Environmental disturbance  |      |  |  |  |
|    |  |      |  |  |  |
|    | Controlling all forms of pollution   |      |  |  |  |
|    |  |      |  |  |  |
|    | The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc   |      |  |  |  |
|    |  |      |  |  |  |
|    | The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works   |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
| 57 | Clause 11.7 - Works cleaning and clearing  |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
|    | SECTION C: SPECIFIC PRELIMINARIES  |      |  |  |  |
|    |  |      |  |  |  |
| 58 | Warranties for materials and workmanship   |      |  |  |  |

|    |   |      |  |  |  |
|----|---|------|--|--|--|
|    |   |      |  |  |  |
|    | Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the entity supplying the materials and/or executing the work and shall deliver same to the principal agent on final completion of the contract  |      |  |  |  |
|    |   |      |  |  |  |
|    | The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of practical completion and that any defects that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written notice to do so |      |  |  |  |
|    |   |      |  |  |  |
|    | The warranty will not be enforced if the work is damaged by defects in the execution of the works, in which case the responsibility for replacement shall rest entirely with the contractor   |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....   | Item |  |  |  |
|    |   |      |  |  |  |
| 59 | Overtime  |      |  |  |  |
|    |   |      |  |  |  |
|    | Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer   |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....   | Item |  |  |  |
|    |   |      |  |  |  |
| 60 | Cooperation of the contractor for cost management   |      |  |  |  |
|    |   |      |  |  |  |
|    | It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget                |      |  |  |  |
|    |   |      |  |  |  |
|    | F:.....V:.....T:.....   | Item |  |  |  |
|    |   |      |  |  |  |
| 61 | Overloading   |      |  |  |  |
|    |   |      |  |  |  |

|    |  |      |  |  |  |
|----|--|------|--|--|--|
|    | The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
| 62 | Propping of floors below   |      |  |  |  |
|    |  |      |  |  |  |
|    | The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor   |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
| 63 | Testing of flat roof waterproofing for watertightness  |      |  |  |  |
|    |  |      |  |  |  |
|    | Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing  |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
| 64 | Health and safety  |      |  |  |  |
|    |  |      |  |  |  |

|    |   |      |  |  |  |
|----|---|------|--|--|--|
|    | Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1] |      |  |  |  |
|    | F:.....V:.....T:.....   | Item |  |  |  |
|    | The contractor shall:   |      |  |  |  |
|    | 1. Comply with the health and safety specification for the works  |      |  |  |  |
|    | 2. Prepare and agree with the health and safety consultant the health and safety plan for the works   |      |  |  |  |
|    | 3. Cooperate with the health and safety consultant in all respects  |      |  |  |  |
|    | 4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification   |      |  |  |  |
|    | 5. Conform to the conditions contained in the employer's health and safety specification  |      |  |  |  |
|    | F:.....V:.....T:.....   | Item |  |  |  |
| 65 | Broad based black economic empowerment (BBBEE)  |      |  |  |  |
|    | Tenders submitted will be evaluated taking into account their empowerment rating  |      |  |  |  |
|    | The employer will be monitoring the broad based black economic empowerment (BBBEE) status of the contractor throughout the execution of the works   |      |  |  |  |

|    |  |      |  |  |  |
|----|--|------|--|--|--|
|    | The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating   |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
| 66 | Advertising rights   |      |  |  |  |
|    |  |      |  |  |  |
|    | The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting his obligations under this agreement |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
| 67 | Confidentiality  |      |  |  |  |
|    |  |      |  |  |  |
|    | The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works   |      |  |  |  |
|    |  |      |  |  |  |
|    | No information regarding this project shall be published or disclosed without the prior written consent of the employer  |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
| 68 | Media releases   |      |  |  |  |
|    |  |      |  |  |  |
|    | All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer   |      |  |  |  |
|    |  |      |  |  |  |
|    | The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media   |      |  |  |  |
|    |  |      |  |  |  |
|    | F:.....V:.....T:.....  | Item |  |  |  |
|    |  |      |  |  |  |
|    | SUMMARY OF CATEGORIES  |      |  |  |  |

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|  | Category : Fixed R.....                          |  |  |  |  |
|  |  |  |  |  |  |
|  | Category : Value R.....                          |  |  |  |  |
|  |  |  |  |  |  |
|  | Category : Time R.....                           |  |  |  |  |
|  |  |  |  |  |  |
|  | Total for Preliminaries carried to Final Summary |  |  |  |  |



| Item | Description  | Unit | Quantity | Rate | Amount |
|------|--|------|----------|------|--------|
|      | <p><b><u>SECTION NO. 2:</u></b></p> <p><b><u>BUILDERS WORK</u></b></p> <p><b><u>BILL NO. 1: PAINTWORK</u></b></p> <p><b><u>STANDARD PREAMBLES</u></b></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><b><u>SUPPLEMENTARY PREAMBLES</u></b></p> <p>A colour scheme comprising colours and the blending of colours approved by the Principal Agent shall be used for the paintwork, therefore please note that there will be no adjustment of rates for any colour what so ever specified.</p> <p><b><u>PREPARATORY WORK TO EXISTING WORK</u></b></p> <p><b><u>Previously painted plastered surfaces:</u></b></p> <p>- Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth</p> <p><b><u>Previously painted metal surfaces:</u></b></p> <p>- Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal.</p> <p><b><u>Previously painted wood surfaces:</u></b></p> <p>- Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth.</p> <p><b><u>CLEANING, ETC</u></b></p> |      |          |      |        |
| 1    | <p>The contractor shall leave the works, including external walls, internal walls, floor tiles and carpets, in a clean and satisfactory state for use and occupation in terms of the agreement.<br/>(PROVISIONAL).</p>   | Item | 1        |      |        |

PAINTWORK ETC TO PREVIOUSLY PAINTED WORK

ON FLOATED PLASTER

- Prepare and make good with 'Sika DIN 560' - or other approved - skim coat, apply one coat merit alkali resistant plaster primer to spot prime defects as necessary and two coats 'Plascon' - or other approved, to match existing - acrylic emulsion paint.

2 On internal walls m<sup>2</sup> 1900,00

3 Bathroom internal walls to be prepared using waterproof internal paint. (Provisional) m<sup>2</sup> 167,00

**Carried Forward**

**Brought Forward**

Prepare and make good with 'Sika DIN 560' - or other approved - skim coat, apply one coat merit alkali resistant plaster primer to spot prime defects as necessary and two coats 'Dulux Weatherguard Leopard's Lair' - or other approved - emulsion paint.

4 On external walls. m<sup>2</sup> 1409,00

**ON FIBRE-CEMENT BOARD SURFACES**

Prepare surfaces and remove all loose material, apply one coat 'Merit Plaster Primer' and two coats 'white Plascon Double Velvet Pure Acrylic' paint or equal and approved:

5 On internal ceilings and cornices. m<sup>2</sup> 309,00

Prepare and make good with 'Sika DIN 560' - or other approved - skim coat, apply one coat merit alkali resistant plaster primer to spot prime defects as necessary and two coats 'Plascon' - or other approved, to match existing - acrylic emulsion paint.

6 On internal sills. m<sup>2</sup> 190,00

**ON WOOD SURFACES**

Sand down, prepare wood surfaces and apply one coat wood primer, three coats exterior quality penetrating wood preservative:

7 On wooden decks. m<sup>2</sup> 111

|  |  |                |     |  |
|--|--|----------------|-----|--|
| 8  | On wooden poles.   | m <sup>2</sup> | 86  |  |
| 9  | On wooden poles, not exceeding 300mm wide.   | m              | 195 |  |
| <b>Carried To Final Summary</b>  |  |                |     |  |
| <b><u>SECTION NO. 3:</u></b>   |  |                |     |  |
| <b><u>- PROVISIONAL SUMS</u></b>   |  |                |     |  |
| <b><u>BILL NO. 1: PROVISIONAL SUMS</u></b>   |  |                |     |  |
| 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.   |  |                |     |  |
| <b><u>SUPPLEMENTARY PREAMBLES</u></b>  |  |                |     |  |
| <b><u>- General</u></b>  |  |                |     |  |
| - Work for which budgetary allowances are provided will be measured and valued in accordance with the relevant building agreement and building contract and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances. |  |                |     |  |
| Provisional sums to be used as directed and to the discretion and deducted in whole or in part if not required by the Project Manager.   |  |                |     |  |
| Profit   |  |                |     |  |
| Where stated, the contractor may allow for profit if required  |  |                |     |  |
| <b><u>Repairs to structural defects:</u></b>   |  |                |     |  |
| 1  | Allow an amount of R 60 000,00 for the repair and restoration of timber decks with new timber members and nuts and bolts, etc. | Item           | 1   |  |
| 2  | - Profit and attendance.   | Item           | 1   |  |
| <b>Carried to Final Summary</b>  |  |                |     |  |

**FINAL SUMMARY**

- 1 Preliminary and General
- 2 Builders Work
- 3 Provisional Sums

**Sub Total (Incl. P&G)**

**10% Contingencies**

Provide the sum of 10% for contingencies to be used as directed and deducted in whole or in part if not required by the Project Manager.

10%

**Sub Total (Incl. Contingencies)**

**Tax (15%)**

15%

**Carried To Form of Offer**

## **C3.1 - SCOPE OF WORKS**

### **1. DESCRIPTION OF THE WORKS**

Internal and exterior paintwork, including repairs to timber decks.

### **2. EXTENT OF THE WORKS**

The works includes, but is not limited to, preparing existing painted walls to receive new painting on internal walls and external walls

### **3. LOCATION OF THE WORKS**

Add in the Location of the work here. Indicate accessibility to and from the site. GPS coordinates for the site:... -28.94441302445195, 29.230647657347628

### **4. CERTIFICATION BY RECOGNIZED BODIES**

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

### **5. SERVICES TO BE PROVIDED**

State requirements, as necessary for the contract to:

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

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

### **6. UNAUTHORISED PERSONS**

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

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

### **7. ELECTRONIC PAYMENTS**

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

### **8. DAILY RECORDS**

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

### **9. PAYMENT CERTIFICATES**

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

### **10. PERMITS**

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

### **11. PROOF OF COMPLIANCE WITH THE LAW**

- The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- The National Building Regulations – SANS 10400 Part T and Building Standards Act 1977 (Act 103 of 1977)
- The Environmental Act and regulations
- An Electrical Certificate of Compliance, in accordance with the SANS 10142-1 Wiring Code will be required for all Electrical Works.

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

- The Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned.

## **C4.1 - Site Information**

### **General**

a) Didima Resort formally known as Didima Camp lies within the Cathedral Peak valley of the Maloti-Drakensberg Park World Heritage Site. Didima Resort / Didima Camp is a four-hour drive from Durban and five hours from Johannesburg via the N3 and is set in the foothills of the u Khahlamba Drakensberg Park

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.

